



## LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

## AGENDA – REGULAR MEETING

Date: April 17, 2013

Time: Closed Session 6:30 p.m.  
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

**Randi Johl, City Clerk**  
**Telephone: (209) 333-6702**

**6:55 p.m. Invocation/Call to Civic Responsibility.** Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

### **C-1 Call to Order / Roll Call**

### **C-2 Announcement of Closed Session**

- a) Prospective Sale of Current Fire Station No. 2 Property Located at 705 East Lodi Avenue, Lodi, CA; the Negotiating Parties are Wayne Craig for J-C General Engineering, Inc. and Rad Bartlam for the City of Lodi; Price and Terms of the Sale Are Under Negotiation; Government Code §54956.8

### **C-3 Adjourn to Closed Session**

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

### **C-4 Return to Open Session / Disclosure of Action**

#### **A. Call to Order / Roll Call**

#### **B. Presentations**

- B-1 National Volunteers Week Proclamation (PD)
- B-2 Presentation of Certificate of Recognition to Lodi Area Crime Stoppers for Funding Replacement Radar Trailer Computers (PD)
- B-3 Update for the Lodi Senior Citizens Commission (PRCS)

#### **C. Consent Calendar (Reading; Comments by the Public; Council Action)**

- C-1 Receive Register of Claims in the Amount of \$2,380,234.06 (FIN)
- C-2 Approve Minutes (CLK)
  - a) March 26 and April 2 and 9, 2013 (Shirtsleeve Sessions)
  - b) April 3, 2013 (Regular Meeting)
  - c) April 3, 2013 (Special Meeting)
- C-3 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Grinding Program (PW)
- C-4 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Tree Maintenance (PW)

- C-5 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work (PW)
- C-6 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Traffic Signal Preventive Maintenance and Repair Program (PW)
- C-7 Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Standby Generator Maintenance and Repair Contract (PW)
- C-8 Approve Specifications and Authorize Advertisement for Bids for 2013/14 Asphalt Materials (PW)
- C-9 Approve Specifications and Authorize Advertisement for Bids for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 (PW)
- C-10 Approve Specifications and Authorize Advertisement for Bids for 2013 Crack Sealing, Various City Streets (PW)
- C-11 Approve Specifications and Authorize Advertisement for Bids for 2013 Extruded Thermoplastic Traffic Stripes, Various City Streets (PW)
- Res. C-12 Adopt Resolution Awarding Contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida (\$28,290), and Appropriating Funds (\$9,000) (PW)
- Res. C-13 Adopt Resolution Awarding Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street, to First Serve Productions, Inc., of Danville (\$32,788.91) (PW)
- Res. C-14 Adopt Resolution Awarding Contract for DeBenedetti Park Americans with Disabilities Act Access Improvement Project to A. M. Stephens Construction Company, Inc., of Lodi (\$126,736.50), and Appropriating Funds (\$158,000) (PW)
- Res. C-15 Adopt Resolution Awarding Contract for Americans with Disabilities Act Improvement Project – Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi (\$84,312.60) (PW)
- Res. C-16 Adopt Resolution Awarding Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge (\$307,357.44) (PW)
- Res. C-17 Adopt Resolution Awarding Contract for Reynolds Ranch Parkway Median Improvements Project to Anchor Concrete Construction, Inc., of Antioch (\$29,846), and Appropriating Funds (\$37,000) (PW)
- C-18 Accept Improvements Under Contract for Zupo Field Outfield Wall Renovation Project (PW)
- Res. C-19 Adopt Resolution Awarding Professional Services Agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova (\$157,770); Authorizing the City Manager to Execute Contract Extension; and Appropriating Funds (\$170,000) (PW)
- Res. C-20 Adopt Resolution Authorizing the City Manager to Enter into Fifth Amendment to World of Wonders Science Museum Lease (PW)
- Res. C-21 Adopt Resolution Authorizing the City Manager to Execute Consent to Assignment of Professional Services Agreement with Cooper Compliance Corporation, Inc., of El Dorado Hills (EUD)
- Res. C-22 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 30 Miles-Per-Hour Speed Limit on Church Street from Lockeford Street to Turner Road (PW)
- Res. C-23 Adopt Resolution Approving the Revised Boundaries of the Targeted Employment Area for the San Joaquin County Enterprise Zone (CM)

- Res. C-24 Adopt Resolution Setting \$50 Fee for Lodi Lake Park Annual Vehicle Pass, a \$30 Partial-Year Fee, and Eliminating Punch Pass Discount Card (PRCS)
- C-25 Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System (PRCS)
- C-26 Set Public Hearing for May 1, 2013, to Consider the Lodi Industrial Equipment Pilot Charging Rate (EUD)
- C-27 Set Public Hearing for May 1, 2013, to Approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program (CD)

**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

**E. Comments by the City Council Members on Non-Agenda Items**

**F. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings**

- Ord. G-1 Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter  
(Introduce) 12.06 by Rescinding Ordinance No. 1654 in its Entirety to Disestablish the Downtown Lodi Business Improvement Area No. 1, Thereby Discontinuing the Levy of Special Business Tax Therein (CA)

**H. Communications**

- H-1 Appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Improvement Committee (CLK)
- H-2 Monthly Protocol Account Report (CLK)

**I. Regular Calendar – None**

**J. Ordinances – None**

**K. Adjournment**

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

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Randi Johl  
City Clerk



## **CITY OF LODI COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Presentation of Proclamation Proclaiming the Week of April 21-27, 2013, as "National Volunteers Week"

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Chief of Police

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**RECOMMENDED ACTION:** Presentation of proclamation proclaiming the week of April 21-27, 2013, as "National Volunteers Week."

**BACKGROUND INFORMATION:** National Volunteers Week is a national event to recognize and celebrate the profound impact men and women who volunteer have on their community. One person can make a difference through volunteerism and in 2012 more than 2,300 Lodians donated their valuable time to assist various City departments giving over 65,931 hours of service at an estimated fiscal benefit of \$1,553,838.

At the Public Library volunteers serve as Adult Literacy Services tutors, homework help tutors, Computer Learning Center coaches and instructors, Library Board of Trustees, Library Foundation, Friends of the Library, general Library volunteers and Teen Advisory Council. In 2012, 200 volunteers donated 26,718 hours to the library with an estimated fiscal benefit of approximately \$646,041.

The Parks, Recreation & Cultural Services Department has more than 2,000 volunteers who provide an estimated 7,200 hours of service annually with a fiscal benefit of \$611,000. Volunteers serve as Boosters of Boys/Girls Sports (BOBS), coaches, umpires/referees, Lodi Lake Nature Area Docents, Tree Lodi project, ushers at Hutchins Street Square, Senior Center volunteers and serve on various commissions.

The Animal Shelter PALS (People Assisting Lodi Shelter) was founded in 2004 to save the lives of abandoned dogs and cats. They assist animal shelter staff with office work, handle animal adoptions and promote animal care and spay/neuter through education. With a total of 89 volunteers PALS donated 8,628 hours to the Police Department with an estimated fiscal benefit of approximately \$184,399.

The Police Cadet Program offers local youths between the ages of 16 and 24 the opportunity to volunteer and gain valuable experience during their high school and college years. Twelve cadets participate at the present time. Many of these young people end up with a full-time career in law enforcement. Cadets assist the department at special events, DUI checkpoints, and perform clerical duties in the Records Division.

The Police Chaplaincy Program was formed in February of 1994. There are currently five dedicated local clergy providing daily support and emergency response when needed. In 2012, chaplains donated 260 hours to the Police Department with an estimated fiscal benefit of approximately \$5,460.

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

The Police Partners Program has been in operation for 19 years, providing endless hours of service to the Lodi Police Department. In 2012, Partners donated 27,325 hours to the Police Department with an estimated fiscal benefit of approximately \$600,000. There are currently 104 Partners serving the Police Department.

A representative of the Police Department and Library will be present to accept the proclamation.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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Mark Helms  
Chief of Police

MH/pjt



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## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Presentation of Certificate of Recognition to Lodi Area Crime Stoppers for Funding Replacement Radar Trailer Computers

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Mark Helms, Chief of Police

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**RECOMMENDED ACTION:** Presentation of certificate of recognition to Lodi Area Crime Stoppers for funding replacement radar trailer computers.

**BACKGROUND INFORMATION:** Two mobile radar trailers were purchased utilizing grant funding in 1988. Each trailer was equipped with a radar unit and computer that measures and tracks the speed travelled by vehicles passing the trailer. For 25 years the radar trailers have been used to address speed concerns throughout the community and alert drivers when they are exceeding the speed limit. The trailers also capture data used to determine speed limits.

Parts to repair the computers are no longer available and both radar trailers became inoperable in 2012. Replacement cost for both computers was \$3,000, funding that was not available in the Police Department's budget.

The Lodi Area Crime Stoppers donated the funds to replace both computers. Thanks to this generous donation, the radar trailers have been repaired, repainted, and are set up daily to monitor speed concerns in neighborhoods throughout Lodi. Mr. Brad Clark, President of Lodi Area Crime Stoppers, will be present to accept the certificate.

**FISCAL IMPACT:** Donated funds relieved the Police Department of the financial burden to replace the radar trailer computers.

**FUNDING AVAILABLE:** Not applicable.

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Mark Helms  
Chief of Police

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Update for the Lodi Senior Citizens Commission

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Parks, Recreation, and Cultural Services Director

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**RECOMMENDED ACTION:** Receive update from Lodi Senior Citizens Commission.

**BACKGROUND INFORMATION:** The Lodi Senior Citizens Commission would like to give an update on the commissions current activities and accomplishments and present budget inquiries to the Council.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

  
\_\_\_\_\_  
Jeff Hood  
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



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## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Receive Register of Claims through March 28, 2013 in the Total Amount of \$2,380,234.06.

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Financial Services Manager

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$2,380,234.06.

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$2,380,234.06 through 03/28/13. Also attached is Payroll in the amount of \$1,236,943.60.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

\_\_\_\_\_  
Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



Accounts Payable  
Council Report

Page - 1  
Date - 04/02/13  
Amount

As of Thursday	Fund	Name	Amount
03/28/13	00100	General Fund	764,820.18
	00120	Vehicle Replacement Fund	9,836.22
	00123	Info Systems Replacement Fund	10,260.91
	00160	Electric Utility Fund	27,543.99
	00161	Utility Outlay Reserve Fund	44,915.84
	00164	Public Benefits Fund	26,097.18
	00166	Solar Surcharge Fund	19,728.34
	00170	Waste Water Utility Fund	117,720.52
	00171	Waste Wtr Util-Capital Outlay	26,003.57
	00180	Water Utility Fund	41,947.37
	00181	Water Utility-Capital Outlay	202,489.48
	00210	Library Fund	15,300.72
	00234	Local Law Enforce Block Grant	182.98
	00235	LPD-Public Safety Prog AB 1913	61.97
	00236	LPD-OTS Grants	12,806.72
	00260	Internal Service/Equip Maint	34,525.50
	00270	Employee Benefits	501,945.06
	00300	General Liabilities	70,974.90
	00310	Worker's Comp Insurance	35,866.96
	00320	Street Fund	1,512.75
	00321	Gas Tax-2105,2106,2107	17,097.24
	00325	Measure K Funds	25,125.47
	00337	Traffic Congestion Relf-AB2928	13,820.24
	00340	Comm Dev Special Rev Fund	2,218.80
	00347	Parks, Rec & Cultural Services	36,225.62
	00444	HUD-Federal Sustainable Comm	21,770.01
	00459	H U D	42,835.51
	01211	Capital Outlay/General Fund	37.86
	01212	Parks & Rec Capital	98,447.98
	01217	IMF Parks & Rec Facilities	202.80
	01241	LTF-Pedestrian/Bike	4,518.25
	01250	Dial-a-Ride/Transportation	12,931.73
	01251	Transit Capital	95,366.89
	01410	Expendable Trust	28,728.25
Sum			2,363,867.81
	00184	Water PCE-TCE-Settlements	42.00
	00185	PCE/TCE Rate Abatement Fund	10,381.10
	00190	Central Plume	5,943.15
Sum			16,366.25
Total Sum			2,380,234.06

## Council Report for Payroll

Page - 1  
Date - 04/02/13

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	03/31/13	00100	General Fund	694,545.05
		00160	Electric Utility Fund	143,172.45
		00161	Utility Outlay Reserve Fund	9,434.27
		00170	Waste Water Utility Fund	104,947.32
		00180	Water Utility Fund	14,005.14
		00210	Library Fund	22,567.96
		00235	LPD-Public Safety Prog AB 1913	1,407.88
		00239	CalGRIP	821.18
		00260	Internal Service/Equip Maint	15,833.23
		00270	Employee Benefits	2,955.89
		00321	Gas Tax-2105,2106,2107	24,694.11
		00340	Comm Dev Special Rev Fund	22,415.01
		00347	Parks, Rec & Cultural Services	100,051.18
		01250	Dial-a-Ride/Transportation	6,931.97
Pay Period Total:				
Sum				1,163,782.64
Retiree	04/30/13	00100	General Fund	73,160.96
Pay Period Total:				
Sum				73,160.96



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Minutes  
a) March 26, 2013 (Shirtsleeve Session)  
b) April 2, 2013 (Shirtsleeve Session)  
c) April 3, 2013 (Regular Meeting)  
d) April 3, 2013 (Special Meeting)  
e) April 9, 2013 (Shirtsleeve Session)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) March 26, 2013 (Shirtsleeve Session)  
b) April 2, 2013 (Shirtsleeve Session)  
c) April 3, 2013 (Regular Meeting)  
d) April 3, 2013 (Special Meeting)  
e) April 9, 2013 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through E, respectively.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** None required.

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Randi Johl  
City Clerk

Attachments

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, MARCH 26, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, March 26, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Receive Information Regarding Multiple Family and Non-Residential Water Meter Program (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding the multi-family and non-residential water meter program. Specific topics of discussion included state law, multiple-family meter program, meter charge alternatives, right sizing meters, vacant utility rate, common areas metered service, condominium properties and survey, apartment properties and survey, mobile home park properties and survey, comparison billing examples, specific apartment, duplex and mobile home park address locations, implementation, fire suppression, impact properties, billing methods, California cities survey, and billing recommendation and alternative.

In response to Council Member Hansen, Mr. Sandelin stated the difference between a private main and a public main is that the public main is owned and located in the public right-of-way or in an easement as opposed to being privately-owned.

In response to Council Member Mounce, Mr. Sandelin confirmed that the \$300 cost for water meters previously approved was for single-family residential homes and the meter cost for multi-family residences has not yet been set by the Council.

In response to Council Member Hansen, Mr. Sandelin stated the "purchase price" shown on the slide reflects the cost to the City for meter and accessories and the "installed price" includes the total cost to the City.

In response to Mayor Nakanishi, Mr. Sandelin stated he is not sure if the comparison costs include a profit margin as that level of detail was not provided.

In response to Mayor Nakanishi, Mr. Sandelin stated the price for six inches is not listed because there are no six-inch mains in the City at the current time although there may be in the future.

In response to Council Member Hansen, Mr. Sandelin stated the average life expectancy of a meter for multi-family residential is approximately 15 to 20 years and there are some meters in the City that are currently under reading that require replacement.

In response to Council Member Hansen, Mr. Sandelin stated the vacant base rate is applicable to only those units that are truly vacant and not using any water.

In response to Council Member Johnson, Mr. Sandelin stated the tracking mechanism for vacant units is based on when a new tenant connects service and a departing tenant disconnects service.

In response to Council Member Mounce, Mr. Bartlam stated one of the questions to be considered by the Council is how charges for common areas in multi-family residences, such as laundry and landscaping, will be assessed.

In response to Council Member Hansen, Mr. Sandelin stated some multi-owner condominium complexes have individual service allowing for the installation of individual meters. Mr. Sandelin and Mr. Bartlam confirmed that some homeowners associations are currently assessing the master-metered charge through its homeowners dues for condominiums.

In response to Council Member Mounce, Mr. Bartlam stated the conservation intent may not be realized in larger complexes with multiple owners and tenants without an ability to individually meter each unit.

In response to Council Member Hansen, Mr. Sandelin stated apartments around the country built after 1982 are generally set up with individual metering or sub-metering.

In response to Council Member Hansen, Mr. Sandelin stated eight-inch mains that already exist due to fire hydrants for flow purposes will remain although they may be charged less based on the actual right sizing of the pipe.

In response to Council Member Mounce, Mr. Sandelin confirmed that the price for individual meters for multi-family residential, including mobile home parks, has not yet been decided.

In response to Council Member Mounce, Mr. Sandelin stated the usage charge shown on the Sand Creek example slide reflects actual usage only and does not include a base rate.

In response to Mayor Nakanishi, Mr. Sandelin confirmed that a tenant will see no difference in the charged amount and will continue to pay for actual usage regardless of whether it is billed to the tenant directly or through the property owner.

In response to Council Member Mounce, Mr. Sandelin stated the multi-family residential group is approximately 2,500, or 10% of all users, and will therefore not affect the bottom line greatly. Mr. Sandelin stated there may be excess revenue in 2022, which could be used to pay off debt service, make-up a difference, or reduce rates.

In response to Council Member Johnson, Mr. Sandelin stated staff could work on only charging actual usage on flush and flow test days for privately-owned fire hydrants since it is a standard procedure required by law.

In response to Mayor Nakanishi, Mr. Sandelin stated sub-metering is paid for by the property owner and the approximate cost is \$250.

In response to Council Member Hansen, Mr. Sandelin stated approximately 4% of the total number of apartment buildings and mobile home parks currently have sub-metering.

In response to Mayor Nakanishi, Mr. Sandelin stated Stockton bills the property owners directly with a master meter.

The following individuals spoke in support of the City billing the tenant directly to adequately reflect actual usage and conservation efforts: Catherine Brown, Ray Lunning, Dustin Totten, and

Nancy Watt.

In response to Council Member Hansen, Mr. Sandelin stated existing plumbing for apartment buildings in the City varies and the majority of properties have only one service line that covers everything including common areas.

In response to Council Member Hansen, Mr. Sandelin stated he is unsure of whether Lodi is the only remaining city in the County currently on a flat-rate system and other cities are generally billing the property owner who then bills the tenant separately or includes the cost in the rental amount. Mr. Sandelin confirmed that Casa de Lodi had two 8-inch mains installed and is utilizing the master meter concept. Mr. Bartlam stated apartment complexes and mobile home parks traditionally pay the least amount due to their density levels.

A brief discussion ensued amongst the City Council, Mr. Bartlam, and Mr. Sandelin regarding reviewing additional options for billing tenants directly and the timing for implementing the program.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:30 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 2, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 2, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: Council Member Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Presentation and Discussion Regarding the Alarm Program and Ordinance (PD)

Police Chief Mark Helms and Management Analyst Jeanie Biskup provided a PowerPoint presentation regarding the City of Lodi alarm program. Specific topics of discussion included the alarm program overview, alarm calls, false alarms, false alarm costs, current permits and fees, comparison with other cities, challenges, and recommendations regarding updating the ordinance and fees.

In response to Council Member Hansen, Ms. Biskup stated the one-time residential alarm permit fee is \$25 due at the time of installation although there is no recourse currently for alarms that are installed without the Police Department's knowledge. Council Member Hansen suggested the notification requirement be placed on the alarm companies through the ordinance.

In response to Council Member Johnson, Ms. Biskup stated currently the department is not notified if and when ownership of the residence changes although this could also be addressed if the notification requirement was placed on the alarm companies.

In response to Council Member Hansen, Ms. Biskup confirmed the officer will clear the call once the residence is secured regardless of whether personal contact has been made through the listed phone numbers for response.

In response to Mayor Nakanishi, Ms. Biskup stated a monitored alarm is tracked by a private company that generally contacts the residence first while an unmonitored alarm relies solely on neighbors and passersby to notice that the alarm has been set off and to call the police.

In response to Mayor Pro Tempore Katzakian, Ms. Biskup confirmed that the Police Department no longer receives direct alarm calls that are automatically triggered when the alarm is set off.

In response to Council Member Hansen, Ms. Biskup confirmed that generally all alarms, whether monitored or unmonitored, have an auto reset, which silences the alarm after 15 minutes.

In response to Council Member Johnson, Ms. Biskup confirmed that access to the property is generally not an issue so long as the alarm can be remotely reset by the alarm company or through an automatic reset.

In response to Mayor Nakanishi, Ms. Biskup stated a failure to respond could include no response from the contact numbers or a refusal to go to the site.

In response to Council Member Hansen, Ms. Biskup stated multiple false alarms in a short amount of time due to equipment failure will generate a large invoice immediately, the resident generally contacts the department upon receipt of the invoice, and staff works with the resident and company to mitigate the fines and fees based on proof of the failure and correction of the problem.

In response to Council Member Johnson, Ms. Biskup stated the private alarm company industry has expanded since the alarm ordinance was first adopted as has the data capacity. Ms. Biskup stated monitoring companies provide a first response prior to the police being called and currently 50% of all known alarms appear to be monitored.

In response to Mayor Nakanishi, Chief Helms stated verifications vary greatly and examples include a first level verification of monitoring to a second or third level of verification including additional independent factors such as third party visuals of broken glass, crime in progress, etc. Chief Helms stated he believed the first level of verification for monitoring was appropriate for the Lodi community. A brief discussion ensued between Council Member Hansen and Chief Helms regarding the variety of alarm systems available in the current market from multiple vendors.

In response to Council Member Johnson, Ms. Biskup stated based on her experience she is not aware of any situation involving inaudible alarms because they would likely not serve as an effective deterrent.

In response to Council Member Hansen, Ms. Biskup stated that the current electronic alarm permitting program is not properly communicating with the Computer Aided Dispatch program and that there is a need to update the alarm billing and tracking program.

In response to Council Member Hansen, Chief Helms and Ms. Biskup confirmed that the goal is to set an across the board fee for false alarm deterrence with some sort of cost recovery feature rather than charge for specific periods of time on call outs.

In response to Council Member Johnson, Ms. Biskup stated the City of Roseville has gone to a collection service type of alarm monitoring and that it has not noticed a reduction in false alarms but it has noticed an increase in citizen complaints.

In response to Council Member Hansen, City Manager Bartlam stated the two primary options available to the City Council are to purchase an independent electronic alarm billing and tracking program as outlined in Option #1, for which resources are presently available, or incorporate the alarm billing and tracking into the City's financial system replacement as outlined in Option #2, which may be a couple of years down the road.

In response to Mayor Nakanishi, Ms. Biskup stated every false alarm triggers a letter, which is designed to serve as an alarm education piece to the resident. Ms. Biskup stated other education resources such as "Behind the Badge" have also been utilized to teach the residents about proper alarm permitting and use.

In response to Council Member Hansen, City Attorney Schwabauer stated unpaid fines for false alarms could be prosecuted as a municipal code violation if it is included in the ordinance as such.

In response to Council Member Johnson, Ms. Biskup stated currently they are averaging 85% collection on annual invoices and unpaid invoices go to collections.

In response to Council Member Hansen, Ms. Biskup stated based on her personal experience



she believes that an incremental fine increase per false alarm does have an impact and encourages compliance.

In response to Council Member Johnson, Ms. Biskup stated a new electronic alarm billing and tracking program will allow for an annual, bi-annual, or other time-based renewal process so that changes in ownership and alarm systems could be updated in a timely manner.

In response to Mayor Nakanishi, Chief Helms confirmed that staff will engage in a community-wide education program with the implementation of a revised alarm ordinance to ensure that residents are aware of how to properly permit and utilize their alarms so as to limit false alarms.

Ed Miller spoke in support of the proposed ordinance amendments and encouraged strong enforcement of violators to encourage permitting compliance and false alarm deterrence.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 3, 2013**

C-1 Call to Order / Roll Call - N/A

C-2 Announcement of Closed Session - N/A

C-3 Adjourn to Closed Session - N/A

C-4 Return to Open Session / Disclosure of Action - N/A

A. Call to Order / Roll Call

The Regular City Council meeting of April 3, 2013, was called to order by Mayor Nakanishi at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

B-1 Presentation of Certificate of Recognition to Miss San Joaquin 2013 MacKenzie Freed (CLK)

Mayor Nakanishi presented a Certificate of Recognition to Miss San Joaquin 2013 MacKenzie Freed.

B-2 National Public Safety Telecommunicators Week Proclamation (PD)

Mayor Nakanishi presented proclamation to Reyes Gonzales, City of Lodi Dispatch/Jailer, proclaiming the week of April 7 - 13, 2013, as National Public Safety Telecommunicators Week in the City of Lodi.

B-3 National Animal Control Officers Appreciation Week (PD)

Mayor Nakanishi presented proclamation to Jennifer Bender, Animal Services Supervisor, proclaiming the week of April 7 - 13, 2013, as National Animal Control Officers Appreciation Week in the City of Lodi.

B-4 Sexual Assault Awareness Month Proclamation (CLK)

Mayor Nakanishi presented proclamation to Lynsay Nuss with the Women's Center Youth & Family Services proclaiming the month of April 2013 as Sexual Assault Awareness Month in the City of Lodi.

B-5 National Library Week Proclamation (LIB)

Mayor Nakanishi presented proclamation to Scot Martin, member of the Lodi Library Board of Trustees, proclaiming the week of April 14 - 20, 2013, as National Library Week in the City of Lodi.

B-6 Presentation of Library Volunteer of the Year Award (LIB)

Scot Martin, member of the Lodi Library Board of Trustees, presented the Library Volunteer of the Year award to Anita McKeever.

B-7 Presentation of American Public Power Association Reliable Public Power Provider Award (EUD)

Electric Utility Director Liz Kirkley reported on the American Public Power Association Reliable Public Power Provider award that was given to the City of Lodi.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Mounce made a motion, second by Council Member Johnson, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$2,645,493.75 (FIN)

Claims were approved in the amount of \$2,645,493.75.

C-2 Approve Minutes (CLK)

The minutes of March 19, 2013 (Shirtsleeve Session) and March 20, 2013 (Regular Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids for Katzakian Park Restroom Repair Project (PW)

Approved the specifications and authorized advertisement for bids for Katzakian Park Restroom Repair Project.

C-4 Adopt Resolution Approving Sole Source Procurement of Dock Components for Lodi Lake from Northshore EZ Dock and Appropriating Funds (25,896.80) (PRCS)

Adopted Resolution No. 2013-48 approving sole source procurement of dock components for Lodi Lake from Northshore EZ Dock and appropriating funds in the amount of 25,896.80.

C-5 Adopt Resolution Approving Purchase of Kubota Mower from Dolk Tractor Company, of Rio Vista (\$28,720) (PRCS)

Adopted Resolution No. 2013-49 approving purchase of Kubota mower from Dolk Tractor Company, of Rio Vista, in the amount of \$28,720.

C-6 Adopt Resolution Awarding Contract for Hutchins Street Square Kirst Hall Heating, Ventilation, and Air Conditioning Replacement Project to Division 5-15, of Gold River

(\$72,795), and Appropriating Funds (\$80,000) (PW)

Adopted Resolution No. 2013-50 awarding contract for Hutchins Street Square Kirst Hall Heating, Ventilation, and Air Conditioning Replacement Project to Division 5-15, of Gold River, in the amount of \$72,795, and appropriating funds in the amount of \$80,000.

C-7 Accept Improvements Under Contract for 2012 Extruded Thermoplastic Lane Line Markings for Various City Streets (PW)

Accepted the improvements under contract for 2012 extruded thermoplastic lane line markings for various City streets.

C-8 Accept Improvements Under Contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations (PW)

Accepted the improvements under contract for 2012 Utility Frame and Cover Adjustment Project, Various Locations.

C-9 Accept Improvements Under Contract for City Hall Parking Lot Reconstruction Project (PW)

Accepted the improvements under contract for City Hall Parking Lot Reconstruction Project.

C-10 Adopt Resolution Establishing Written Protest Procedures for Federally-Funded Transit Procurements (PW)

Adopted Resolution No. 2013-51 establishing written protest procedures for Federally-funded transit procurements.

C-11 Adopt Resolution Approving the Agreement Between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program (PRCS)

Adopted Resolution No. 2013-52 approving the agreement between the City of Lodi and Spare Time, Inc., dba Twin Arbors Athletic Club, for the Summer Swim League Program.

C-12 Adopt Resolution Appropriating \$1,750 from the Art in Public Places Fund for the Heritage School Watershed Mosaic Project (PRCS)

Adopted Resolution No. 2013-53 appropriating \$1,750 from the Art in Public Places fund for the Heritage School Watershed Mosaic Project.

D. Comments by the Public on Non-Agenda Items THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

Lodi Unified School District Board Member George Neely invited the City Council, staff, and the public to Casino Night, a fundraiser for the Got Kids Foundation, to be held on Friday, May 10, 2013, at 6:30 p.m. at Hutchins Street Square.

E. Comments by the City Council Members on Non-Agenda Items

None.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings - None

H. Communications

H-1 Post for Expiring Terms on the Greater Lodi Area Youth Commission (CLK)

Council Member Mounce made a motion, second by Council Member Hansen, to direct the City Clerk to post for the following expiring terms:

Greater Lodi Area Youth Commission

Adult Advisor:

Allison McGregor, term to expire May 31, 2013

Student Appointees:

Kristen Schlader, Term to expire May 31, 2013

Emma Brink, Term to expire May 31, 2013

Michael Kinane, Term to expire May 31, 2013

Lauren Youngsma, Term to expire May 31, 2013

Manjot Sidhu, Term to expire May 31, 2014

Anthony Sorbera, Term to expire May 31, 2014

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

I. Regular Calendar

I-1 Designation of One Council Member to Participate in the Selection Process for Auditing Services (CM)

Council Member Johnson made a motion, second by Council Member Hansen, to designate Council Member Mounce to participate in the selection process for auditing services.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

J. Ordinances

- J-1 Adopt Ordinance No. 1872 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.315, 'Schedule EDR - Economic Development Rate,' in Its Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1872 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Reenacting Section 13.20.315, 'Schedule EDR - Economic Development Rate,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held March 20, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

- J-2 Adopt Ordinance No. 1873 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.325, 'Schedule EV - Electric Vehicle Pilot Charging Rate'" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1873 entitled, "An Ordinance of the Lodi City Council Amending Lodi (Adopt) Municipal Code Chapter 13.20 - Electrical Service - by Adding Section 13.20.325, 'Schedule EV - Electric Vehicle Pilot Charging Rate,'" which was introduced at a regular meeting of the Lodi City Council held March 20, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

- J-3 Adopt Ordinance No. 1874 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 9 - Public Peace, Morals, and Welfare - by Repealing and Reenacting Lodi Municipal Code Chapter 9.12, 'Fires, Firearms and Fireworks,' in Its Entirety; and Further Repealing and Reenacting Chapter 9.13, 'Sale of Fireworks,' in Its Entirety" (CLK)

Council Member Mounce made a motion, second by Mayor Pro Tempore Katzakian, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1874 entitled, "An Ordinance of the City Council of the City of Lodi (Adopt) Amending Lodi Municipal Code Title 9 - Public Peace, Morals, and Welfare - by Repealing and Reenacting Lodi Municipal Code Chapter 9.12, 'Fires, Firearms and Fireworks,' in Its Entirety; and Further Repealing and Reenacting Chapter 9.13, 'Sale of Fireworks,' in Its Entirety," which was introduced at a regular meeting of the Lodi City Council held March 20, 2013.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None  
Absent: None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 7:28 p.m.

ATTEST:

Randi Johl  
City Clerk

**LODI CITY COUNCIL  
SPECIAL CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, APRIL 3, 2013**

A. Call to Order / Roll Call

The Special meeting of April 3, 2013, was called to order by Mayor Nakanishi at 7:20 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Regular Calendar

B-1 Consider Finding a Public Works Emergency Exists Requiring the Immediate Repair of Blakely Pool Circulation System and Adopt Resolution Authorizing City Manager to Enter Into Contract with Paragon Pools of Lodi to Repair the System (Not To Exceed \$20,000)

Parks, Recreation and Cultural Services Director Jeff Hood provided a brief report regarding the need for emergency services and repairs at Blakely Pool as set forth in the staff report.

In response to Council Member Johnson, Mr. Hood stated request for additional funds will come back to Council if necessary.

In response to Council Member Mounce, City Manager Bartlam stated funds from the capital improvement contingency fund could be used if necessary to supplement the repairs.

In response to Mayor Nakanishi, Mr. Bartlam stated similar issues do occur with private pools and the City does not have any liability for private pools.

Council Member Mounce made a motion, second by Council Member Johnson, to find a Public Works emergency exists requiring the immediate repair of Blakely Pool circulation system and adopt Resolution No. 2013-54 authorizing the City Manager to enter into contract with Paragon Pools, of Lodi, to repair the system in an amount not to exceed \$20,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Noes: None

Absent: None

C. Adjournment

There being no further business, the meeting was adjourned at 7:25 p.m.

ATTEST:

Randi Johl  
City Clerk



**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, APRIL 9, 2013**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 9, 2013, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Mounce, Mayor Pro Tempore Katzakian, and Mayor Nakanishi

Absent: None

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Discuss Other Post Employment Benefits (CM)

Deputy City Manager Jordan Ayers provided a PowerPoint presentation regarding Other Post Employment Benefits (OPEB). Specific topics of discussion included what is OPEB, auditor's finding and recommendation, actuarial valuation, accounting requirements, June 30, 2012 disclosures, OPEB history, current process, and options for consideration.

In response to Mayor Nakanishi, Mr. Ayers stated there are 92 eligible employees for sick leave conversion.

In response to Council Member Mounce, Mr. Ayers stated the Governmental Accounting Standards Board (GASB) under GASB 45 requires that an agency show the unfunded liability but it does not require that the liability be funded.

In response to Council Member Johnson, Mr. Ayers stated the City's auditors understand the City's desire to show the lump sum of the unfunded liability for transparency although they still prefer that the liability be shown separately in each department's budget.

In response to Council Member Hansen and Council Member Mounce, Mr. Ayers confirmed that the mandate requires that the liability be shown regardless of whether it is shown as one lump sum or departmentally.

In response to Mayor Nakanishi, Mr. Ayers stated that health care costs affect the discussion based on the option selected for sick leave conversion and the annual Consumer Price Index adjustment.

In response to Council Member Mounce, Mr. Ayers stated there are 92 current eligible employees, some may terminate service prior to retirement, and currently a pro rata share is allocated to the departments.

In response to Mayor Pro Tempore Katzakian, City Manager Bartlam confirmed that the scenario is similar to having a 30-year mortgage on a home with an adjustable interest rate.

In response to Council Member Hansen, Mr. Ayers stated the actuarial does take into account retirees who pass on.

In response to Mayor Nakanishi, Mr. Ayers stated the entire program consists of 162 retirees that

are currently drawing and 92 current employees that are eligible to draw upon retirement.

In response to Council Member Mounce, Mr. Ayers stated in light of the recent GASB 68 statement he does not anticipate the Board to change its stance on showing the liability versus funding the liability.

In response to Council Member Hansen, Mr. Ayers stated surrounding communities, with the exception of Elk Grove which has been partially funding the liability since its inception, are generally handling the situation in the same manner as Lodi.

In response to Mayor Nakanishi, Mr. Ayers stated that one option for sick leave conversion upon retirement is to receive a \$115 monthly amount payable to CalPers for continued health coverage through CalPers.

In response to Council Member Mounce, Mr. Ayers stated the actuarial is done every two years for approximately \$7,000 to \$8,000 and currently the amounts are known for 2013 and 2014 but not 2015.

In response to Mayor Nakanishi, Mr. Bartlam stated General Fund departments may or may not be able to bear the burden of additional cuts in their operating budgets to fund this liability.

In response to Council Member Mounce, Mr. Bartlam confirmed that the existing reserve funds could be used to cover the OPEB liability in the case of an emergency.

Council Member Hansen and Mr. Bartlam had a brief discussion regarding the accuracy of the unfunded liability amount and determining that amount through the actuarial process.

In response to Council Member Hansen, Mr. Ayers confirmed that GASB would only allow an irrevocable third party trust and not a revocable trust.

In response to Council Member Johnson, Mr. Ayers stated a third party trust would provide more flexibility for investing, including dividend paid stocks, than direct investment of pooled cash.

A brief discussion ensued between Mayor Nakanishi, Council Member Hansen, and Council Member Johnson regarding the benefits and burdens of third party investing versus direct investing, stating any process would include the creation of a carefully reviewed and monitored investment policy.

In response to Mayor Nakanishi, Mr. Bartlam stated the CalPers trust is different from CalPers retirement and he would prefer not to have CalPers investing the City's money for the OPEB liability.

The City Council engaged in a general discussion regarding the effect on General Fund departments of funding the liability, potential of a contingency set aside to fund the liability over an extended period of time, additional CalPers retirement liabilities expected over the next five years, the auditors preference for the liability to be shown departmentally versus a lump sum, and the options for a mutually-agreed upon solution that does not burden the operating budget for services from the departments.

Ed Miller suggested that a hybrid approach with partial third party trust investment at a higher return rate and partial reserve amount set aside may be the solution.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:10 a.m.

ATTEST:

Randi Johl  
City Clerk



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Grinding Program

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013-2015 Sidewalk Grinding Program.

**BACKGROUND INFORMATION:** This project will provide the City with a unit-price bid for grinding the uneven sidewalk at various locations throughout the City that currently present tripping hazards. This contract will allow the City to implement the project for Fiscal Years 2013/14 and 2014/15. Previously, this work was performed by City forces but workforce reductions require this to be outsourced. It has been several years since City forces have performed this work and a significant number of tripping hazards exist, increasing the City's liability exposure in case of accident. Purchase orders will be issued for the work to be performed. Provisions in the specifications allow the City to extend the contract if mutually agreed upon by City staff and the contractor.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The total project estimate is \$300,000 (\$150,000 annually).

**FISCAL IMPACT:** This contract will reduce the risk of liability associated with potential claims caused by tripping on uneven sidewalk.

**FUNDING AVAILABLE:** Funding will be identified at the time of project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
cc: Deputy Public Works Director – Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Tree Maintenance

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013-2015 tree maintenance.

**BACKGROUND INFORMATION:** This project provides for the structural pruning, maintenance trimming, stump grinding, emergency calls, removal of City trees, pest control and tree planting at various locations throughout the City for Fiscal Years 2013/14 and 2014/15. An objective of this contract is to improve the health of our urban forest and reduce costs associated with this effort.

In previous years, a majority of the annual tree trimming budget was spent on tree pruning, tree removals, and emergency responses due to storm-related damage. The contract provides for individual tree pruning, which is more effective than grid pruning, as used in the past. The contract will be for two years with optional extensions, if mutually agreeable.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The total project estimate is \$280,000 (\$140,000 annually).

**FISCAL IMPACT:** Selective tree maintenance improves tree health, which will reduce the number of emergency calls.

**FUNDING AVAILABLE:** Funding will be identified at contract award.

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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SEN/pmf  
cc: Deputy Public Works Director – Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013-2015 Sidewalk Repair Program and Miscellaneous Concrete Work.

**BACKGROUND INFORMATION:** This project will provide the City with a unit-price bid for removing and/or constructing curb, gutter, and sidewalk in various locations throughout the city. This is a two-year contract and will be used to implement the sidewalk installation and repair program and to repair curb and gutter as needed during the Fiscal Years 2013/14 and 2014/15. Purchase orders will be issued for the work to be done. Provisions in the specifications will allow the City to extend the contract if it is mutually agreed upon by City staff and the contractor.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The total project estimate is \$300,000 (\$150,000 annually).

**FISCAL IMPACT:** This contract is a key component in the Streets and Drainage Division's ability to perform the necessary maintenance. It also minimizes the risk of liability associated with damaged and/or non-compliant concrete improvements.

**FUNDING AVAILABLE:** Funding will be identified at the time of project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
cc: Management Analyst – Finance  
Deputy Public Works Director – Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Traffic Signal Preventive Maintenance and Repair Program

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013-2015 Traffic Signal Preventive Maintenance and Repair Program.

**BACKGROUND INFORMATION:** The contract includes providing preventive maintenance inspection services for approximately 56 City-maintained traffic signal and/or lighting systems. The specifications require the contractor to provide signal maintenance inspections at 120-day intervals and annually test the traffic signal conflict monitors. The flashing beacon and lighted crosswalks will be inspected once per year. The contract also includes an allocation for maintenance of the backboards (paint or repair, as needed).

The preventive maintenance inspections are intended to ensure the traffic signal systems are reliable and to reduce both equipment failures and the City's exposure to liability claims. The current maintenance contract will end on July 31, 2013.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The total project estimate is \$57,000 (\$28,500 annually).

**FISCAL IMPACT:** Preventative maintenance of the City's traffic signal systems reduces the City's exposure to liability claims.

**FUNDING AVAILABLE:** Funding to be identified at project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer

FWS/SN/pmf

cc: Deputy Public Works Director - Utilities  
Utility Superintendent

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013-2015 Standby Generator Maintenance and Repair Contract

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013-2015 Standby Generator Maintenance and Repair Contract.

**BACKGROUND INFORMATION:** The City of Lodi owns and operates 26 emergency standby generator sets that range in size between 6 kW to 2 mW. The generators are located at critical facilities where operation during extended power outages is necessary to maintain public health and/or safety. Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station.

Due to past success, staff recommends again contracting this work out to keep up with the specialized preventative maintenance requirements associated with the emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime.

In order to minimize downtime and maximize reliability and facility life, staff recommends contracting the standby generator maintenance and repair to an outside vendor with the specific expertise necessary for this critical equipment.

It is estimated the annual costs for the emergency standby generator maintenance and repair will be \$100,000, including an estimated budget for needed repairs. The cost associated with this work will become an annual operating expense.

**FISCAL IMPACT:** By increasing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities.

**FUNDING AVAILABLE:** Funding will be identified at project award.

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F. Wally Sandelin  
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer  
FWS/KMG/pmf  
cc: Deputy Public Works Director – Utilities  
Utility Superintendent

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager





TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids 2013/14 Asphalt Materials

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids 2013/14 asphalt materials.

**BACKGROUND INFORMATION:** The asphalt materials purchase is needed to carry out preventive street maintenance and repairs. In the past few years, due to budget shortfalls, the street maintenance program did not include a thin overlay program but only purchased materials needed for localized repairs.

The amount of asphalt requested for Fiscal Year 2013/14 is the same as the previous year (800 tons) to accommodate localized repair needs. The proposed contract will include an optional cost for delivery, at the City's discretion, if needed.

The specifications are on file in the Public Works Department. The project estimate is \$60,000. The planned bid opening date is May 15, 2013.

**FISCAL IMPACT:** Preventive maintenance will extend the useful life of our streets and reduce future street reconstruction costs.

**FUNDING AVAILABLE:** Funding will be identified at contract award.

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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
cc: Deputy Public Works Director – Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1.

**BACKGROUND INFORMATION:** This project provides for the continued maintenance of landscaped areas in the public right-of-way, public buildings, parking lots, Multimodal Station, White Slough Water Pollution Control Facility, and various assessment zones. There are approximately 256 sites totaling 55 acres in area. This contract combines the previous Miscellaneous Areas contract with the Lodi Consolidated Assessment District No. 2003-1 (AD 2003-1) contract. The bid allows for separate accounting of the different areas in order to accurately track the Assessment District costs. It consists of five separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas; Group B – Maintenance of Miscellaneous (non-turf) Landscape Areas; Group C – Maintenance of Areas Limited to Sidewalk and Tree Wells; Group D – Maintenance of Areas Limited to Sidewalk (weed control and debris cleanup); and Group E – Maintenance of Assessment District Areas. Group E is further separated into Assessment District zones 1 through 16, as applicable. The groups will be awarded together as one contract.

The level of maintenance will continue at the current frequency of once a month for Groups B through D. Group A will continue to be at least biweekly (weekly, April through September). The frequency of Group E will be weekly, which is consistent with the current Assessment District contract. Group E will also include pruning of the street trees in the applicable Assessment District zones. This service has not been included in the previous contracts but is within the scope and purpose of the Assessment District.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The contract estimate is \$203,000 (\$157,000 Group A-D, \$46,000 Group E).

**FISCAL IMPACT:** The current contracts combine for approximately \$180,000 annually (\$155,000 Miscellaneous, \$25,000 Assessment District). The increase in the contract estimate is associated with the addition of street tree pruning in AD 2003-1.

**FUNDING AVAILABLE:** Funding is separated into multiple sources (by area) that will be identified at project award.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
cc: Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013 Crack Sealing, Various City Streets

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

---

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013 Crack Sealing, Various City Streets.

**BACKGROUND INFORMATION:** This project consists of crack sealing approximately 2,930,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street subgrade. Crack sealing is one of the most basic and important preventive maintenance practices, but the work can only be performed during the warm summer months. In an effort to maximize the street area sealed during the summer months, this maintenance program will be contracted out. The proposed locations are shown in Exhibit A.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The project estimate is \$110,000.

**FISCAL IMPACT:** By increasing the crack sealing effort, the useful life of the City streets will be extended.

**FUNDING AVAILABLE:** Funding will be identified at project award.

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F. Wally Sandelin  
Public Works Director

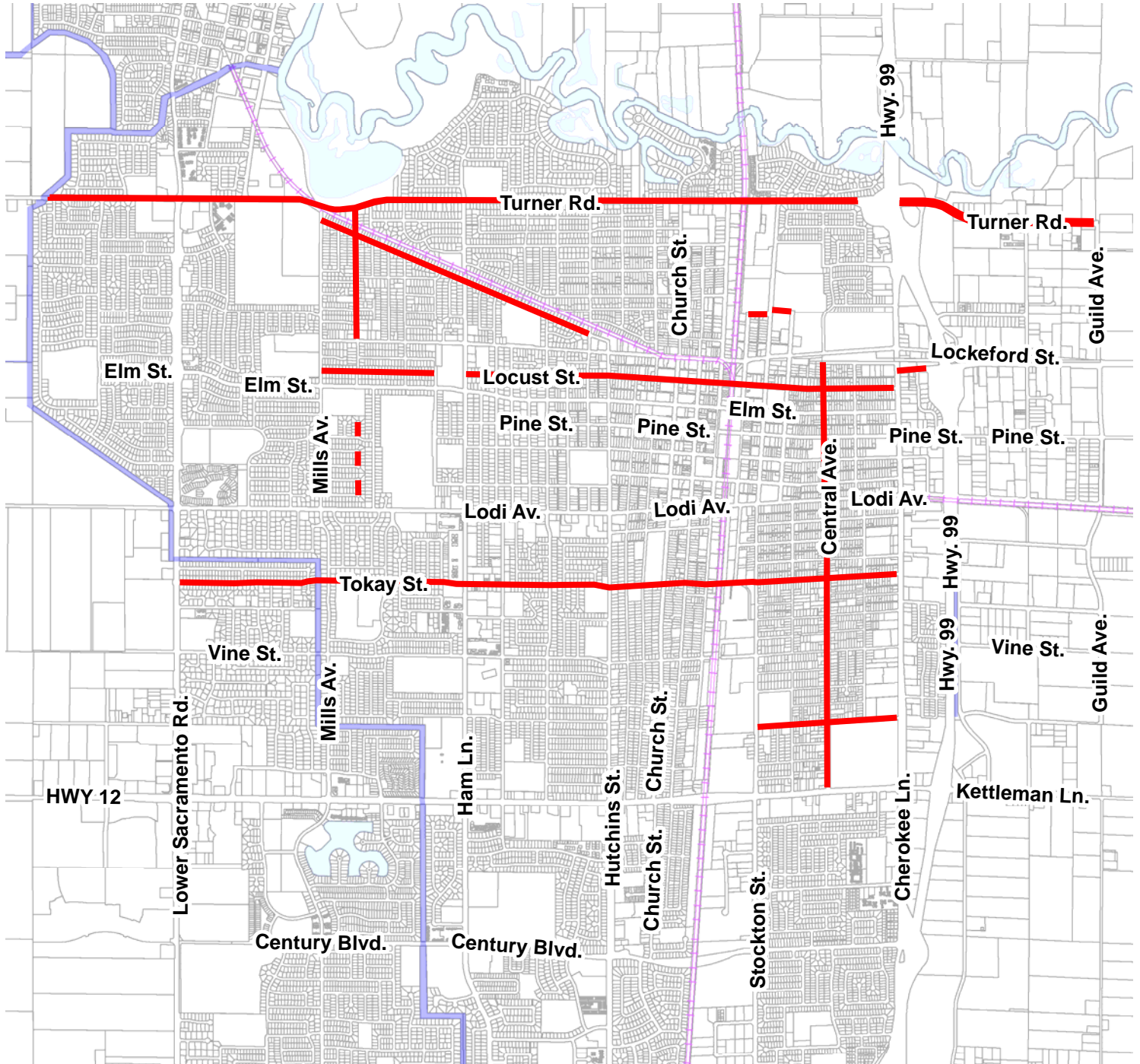
Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
Attachment  
cc: Deputy Public Works Director - Utilities

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

# EXHIBIT A

## 2013 Crack Seal Locations



— 2013 Crack Seal Locations





# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for 2013 Extruded Thermoplastic Traffic Stripes, Various City Streets

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for 2013 Extruded Thermoplastic Traffic Stripes, Various City Streets.

**BACKGROUND INFORMATION:** Extruded thermoplastic material has proven to be a superior product to sprayed thermoplastic. Although extruded thermoplastic costs approximately 12 percent more than sprayed thermoplastic, it is expected to last 67 percent longer (five years vs. three years).

A recap of the types of lane line markings and quantities for this contract is shown below:

<u>LANE LINE TYPE</u>	<u>MILES</u>
4" Broken White	0.81
4" Broken Yellow	6.11
6" Broken White	0.93
Double 4" Yellow	5.63
4" Solid White	3.02
6" Solid White	5.90
8" Solid White	0.49
Continuous Left	<u>3.69</u>
<b>Total Miles</b>	<b>26.58</b>

The proposed locations are shown in Exhibit A.

The specifications are on file in the Public Works Department. The planned bid opening date is May 15, 2013. The project estimate is \$65,000.

**FISCAL IMPACT:** This project will extend the useful life of the lane lines which will reduce overall maintenance costs.

**FUNDING AVAILABLE:** Funding will be identified at project award.

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

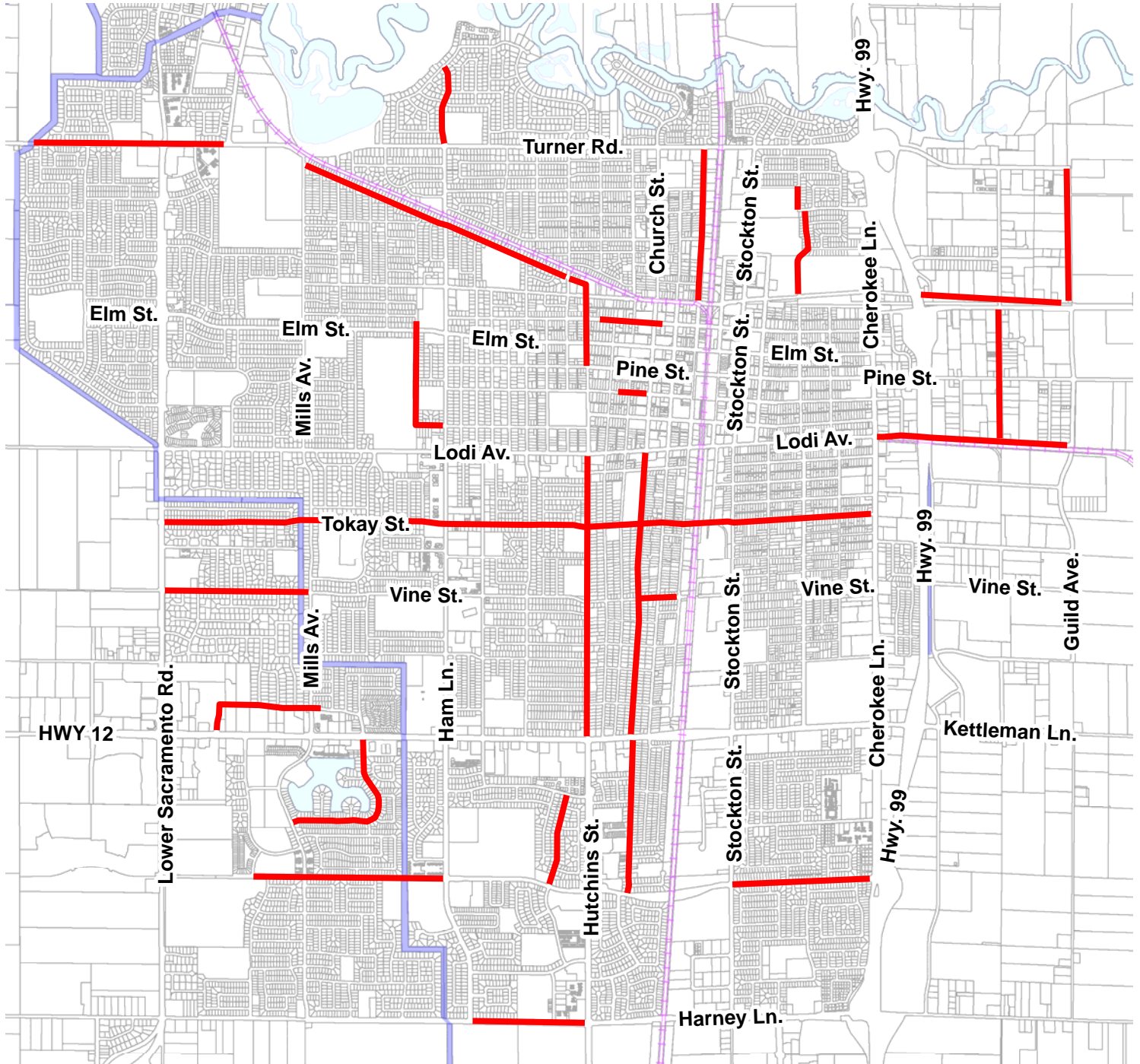
Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
Attachment  
cc: Deputy Public Works Director – Utilities  
Street Supervisor Watson

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# EXHIBIT A

## 2013 Thermoplastic Traffic Stripe Locations



2013 Thermoplastic Traffic Stripe Locations





# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida (\$28,290) and Appropriating Funds (\$9,000)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida, in the amount of \$28,290 and appropriating funds in the amount of \$9,000.

**BACKGROUND INFORMATION:** On March 6, 2013, Council authorized a two-year lease agreement of temporary quarters to provide living and working space during the design and construction of the new fire station and approved plans and specifications and authorized bids for the site improvements required to serve the temporary quarters.

The site improvement project consists of installing a wastewater service, water service, concrete walk and other incidental and related work to serve the temporary quarters.

Planning and design for the new fire station facility are underway, and it is anticipated it will be operational by April 2015. During construction, crews will reside in and operate the fire station from these temporary quarters.

The City received the following five bids for this project on April 3, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 25,000.00
Stat-X General Engineering	Salida	\$ 28,290.00
Arrow Construction	Sacramento	\$ 35,412.00
A. M. Stephens Construction	Lodi	\$ 35,798.00
Soracco & Sons, Inc.	Sutter Creek	\$ 37,402.08
A-Vet Construction, Inc.	Woodbridge	\$ 43,518.72

Staff recommends awarding a contract to Stat-X General Engineering, of Salida, for the Fire Station No. 2 Site Improvement Project in the amount of \$28,290 and appropriate funds in the amount of \$9,000.

**FISCAL IMPACT:** The City will incur additional costs to operate the temporary quarters that may be partially offset by vacating part of the fire station.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Fire Station No. 2 Site Improvement Project to Stat-X General Engineering, of Salida (\$28,290) and Appropriating Funds (\$9,000)

April 17, 2013

Page 2

<b>FUNDING AVAILABLE:</b>	Requested Appropriation:	
	General Fund Capital (1211)	\$9,000

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf

cc: Larry Rooney, Fire Chief  
Ron Penix, Battalion Chief  
Chris Boyer, Assistant Engineer  
Charlie Swimley, City Engineer/Deputy Public Works Director



**FIRE STATION NO. 2 SITE IMPROVEMENT PROJECT  
705 East Lodi Avenue**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and STAT-X GENERAL ENGINEERING, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2006 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of installing a modular building in the parking/training area on the north side of the existing Fire Station No. 2 building, installation of approximately 256 lineal feet of wastewater service pipeline, 56 lineal feet of water service pipeline, and 320 square feet of concrete walk and other incidental and related work, all as shown on the plans and specifications for the above project "Fire Station #2 Site Improvement Project, 705 East Lodi Avenue".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Mobilization	LS	1	\$ 450.00	\$ 450.00
2.	Clearing and Grubbing	EA	1	\$ 1,200.00	\$ 1,200.00
3.	Water Pollution Control	LS	1	\$ 300.00	\$ 300.00
4.	4-Inch Sanitary Sewer Pipe (PVC)	LF	256	\$ 58.00	\$14,848.00
5.	Sanitary Sewer Cleanout	EA	2	\$ 430.00	\$ 860.00
6.	1- ½ Inch Water Pipe (PVC)	LF	56	\$ 87.00	\$ 4,872.00
7.	4-Foot Sidewalk	SF	320	\$ 18.00	\$ 5,760.00
TOTAL					\$28,290.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **40 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_

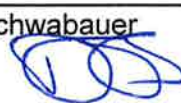
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_

D. Stephen Schwabauer  
City Attorney



1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/03/2013
4. DEPARTMENT/DIVISION:	Public Works		

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		3205	Fund Balance	\$ 9,000.00
B. USE OF FINANCING	1211	1211045	1825.2250	Fire Station Two	\$ 9,000.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with Stat-X General Engineering for Fire Station No. 2 site improvement project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: *Alvany Sanchez*

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR FIRE STATION NO. 2 SITE IMPROVEMENT  
PROJECT AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 3, 2013, at 11:00 a.m., for the Fire Station No. 2 Site Improvement Project described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Stat-X General Engineering	\$ 28,290.00
Arrow Construction	\$ 35,412.00
A. M. Stephens Construction	\$ 35,798.00
Soracco & Sons, Inc.	\$ 37,402.08
A-Vet Construction, Inc.	\$ 43,518.72

WHEREAS, staff recommends awarding the contract for the Fire Station No. 2 Site Improvement Project to the low bidder, Stat-X General Engineering, of Salida, California, in the amount of \$28,290.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Fire Station No. 2 Site Improvement Project to the low bidder, Stat-X General Engineering, of Salida, California, in the amount of \$28,290; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$9,000 be appropriated from the General Fund Capital account for this project.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street, to First Serve Productions, Inc., of Danville (\$32,788.91)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Hale Park Sports Court Resurfacing Project, 209 East Locust Street, to First Serve Productions, Inc., of Danville, in the amount of \$32,788.91.

**BACKGROUND INFORMATION:** Acrylic court surfaces have a useful life of approximately 10 years under normal conditions. The Hale Park sports courts were last resurfaced in 2002 and are again in need of resurfacing.

This project includes resurfacing two sports courts at Hale Park (Exhibit A). The project consists of surface preparation and resurfacing of approximately 17,900 square feet of basketball and handball court surface, re-striping the game lines, and modifying portions of the existing chain-link fencing around the perimeter of the court area.

Plans and specifications for this project were approved on March 6, 2013. The City received the following bid for this project on March 27, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 40,085.65
First Service Productions, Inc.	Danville	\$ 32,788.91*

\*Corrected Total

**FISCAL IMPACT:** Aside from the Capital expenditure, the fiscal impact will be negligible.

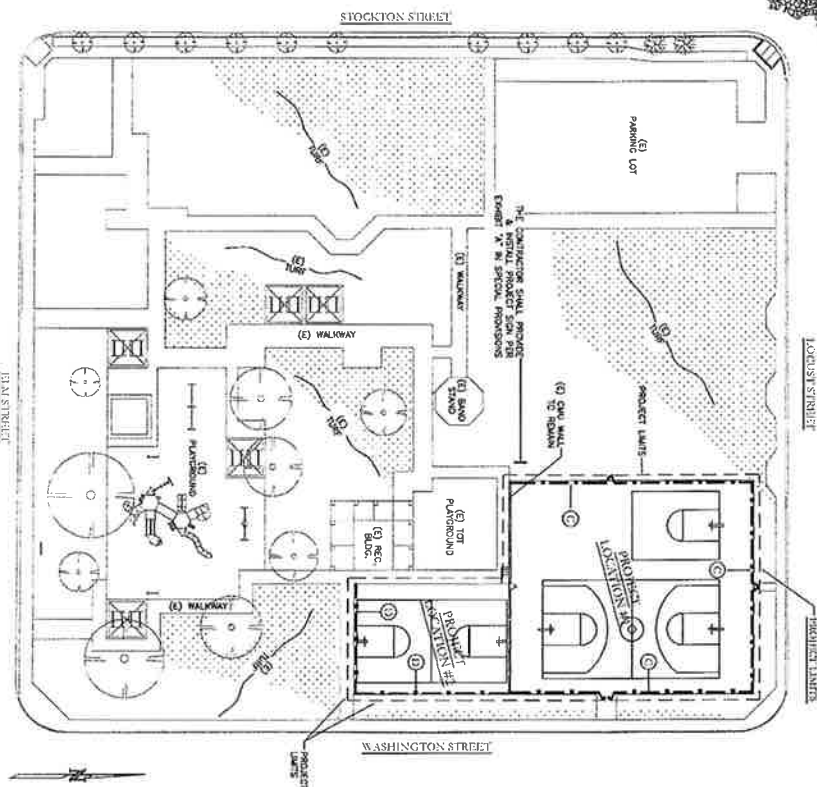
**FUNDING AVAILABLE:** Community Development Block Grant Funds (4591203)

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., City Engineer/Deputy Public Works Director  
FWS/CES/pmf  
Attachment  
cc: Neighborhood Services Manager  
Parks, Recreation & Cultural Services Director

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



HAZARD PAVING, CORRECTING/REPAIRING PROJECT NOTES:  
THIS PROJECT CONSISTS OF (2) PROJECT LOCATIONS WITHIN THE EXISTING PARK SITE.

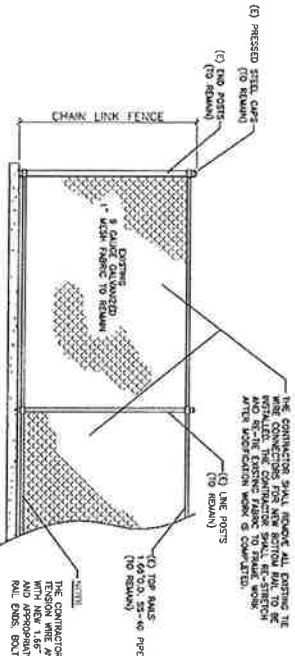
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THE UNIVERSITY OF CHICAGO LIBRARY

- PARTICIPATION IN THE PROJECT LOCATIONS**
1. EXISTING BASEBALL, SOFTBALL, LITTLE LEAGUE AND GOLF SHALL REMAIN.
2. EXISTING BASEBALL STANDARDS SHALL REMAIN.
3. EXISTING SPORTS LIGHTING STANDARDS SHALL REMAIN.
4. EXISTING GOLF COURSE SHALL REMAIN.
- HAZARDOUS WASTE HANDLING PROJECT NOTES**

PROJECT CONDITIONS THAT APPLY TO BOTH PROJECT LOCATIONS

## LOCATION



**HALE PARK SPORTS COURT RESURFACING  
209 East Locust Street**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and FIRST SERVE PRODUCTIONS, INC., herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.



**ARTICLE IV** - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to resurface approximately 13,399 square feet of concrete slab sports court surface and approximately 4,480 square feet of asphalt slab sports court surface and modify the existing chain link fencing. The work shall include cleaning, washing and priming the existing surfaces; applying new acrylic sports court surface material; restriping; and other incidental and related work, all as shown on the plans and specifications for "Hale Park Sports Court Resurfacing, 209 East Locust Street".

**CONTRACT ITEMS**

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Furnish and Install 6 Foot Portable Temporary Fencing	LF	100	\$ 11.16	\$ 1,116.00
2.	Furnish and Install Project Sign and Posts (Per Exhibit A)	EA	1	\$ 1,016.00	\$ 1,016.00
3.	Furnish all Labor, Materials and Equipment to Resurface Existing Concrete Slab Acrylic Colored Sports Court	SF	13,399	\$ 1.09	\$14,604.91
4.	Furnish all Labor, Materials and Equipment to Resurface Existing Asphalt Slab Acrylic Colored Sports Court	SF	4,480	\$ 0.7625	\$ 3,416.00
5.	Furnish all Labor, Materials and Equipment to Apply New Game Lines	LS	1	\$ 2,116.00	\$ 2,116.00
6.	Furnish All Labor, Materials and Equipment to Modify Existing Chain Link Fencing	LS	1	\$ 10,116.00	\$10,116.00
7.	Sandblast and/or Acid Etch Court Surface	SF	5,000	\$ 0.0808	\$ 404.00
<b>TOTAL</b>					<b>\$32,788.91</b>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.  
IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Attest:  
Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR HALE PARK SPORTS COURT  
RESURFACING, 209 EAST LOCUST STREET

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 27, 2013, at 11:00 a.m., for the Hale Park Sports Court Resurfacing, 209 East Locust Street, described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
First Serve Productions, Inc.	\$32,788.91*

\*Corrected Total

WHEREAS, staff recommends awarding the contract for the Hale Park Sports Court Resurfacing, 209 East Locust Street, to the sole bidder, First Serve Productions, Inc., of Danville, California, in the amount of \$32,788.91.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Hale Park Sports Court Resurfacing, 209 East Locust Street, to the sole bidder, First Serve Productions, Inc., of Danville, California, in the amount of \$32,788.91; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for DeBenedetti Park ADA Access Improvement Project to A. M. Stephens Construction Company, Inc., of Lodi (\$126,736.50) and Appropriating Funds (\$158,000)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for DeBenedetti Park ADA Access Improvement Project to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$126,736.50, and appropriating funds in the amount of \$158,000.

**BACKGROUND INFORMATION:** This project will improve accessibility to DeBenedetti Park. The improvements will consist of a paved parking lot entrance, two concrete ADA-compliant parking stalls, accessible paths to the bottom of the north and south basins, sidewalk completion along Century Boulevard and other incidental and related work, all as shown on the plans and specifications for the project. The proposed improvements are shown in Exhibit A.

Plans and specifications for this project were approved on March 6, 2013. The City received the following 10 bids for this project on March 27, 2013.

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>
Engineer's Estimate		\$ 158,055.00
A. M. Stephens Construction	Lodi	\$ 126,736.50
A-Vet Construction	Woodbridge	\$ 135,322.56
Abide Builders	Vacaville	\$ 147,307.00
Biondi Paving	Sacramento	\$ 142,571.00
Sierra National Construction	Carmichael	\$ 171,125.00
BC Construction	Ceres	\$ 171,591.25
Glissman Excavating	Loomis	\$ 189,404.65
Andrew L. Lee, Inc.	Lodi	\$ 214,390.00
Cazadores Construction	El Dorado Hills	\$ 214,796.10
George Reed, Inc.	Modesto	\$ 220,083.00

The requested appropriation of \$158,000 covers engineering, construction, inspection and project contingencies.

**FISCAL IMPACT:** There will be a small increase in the park's maintenance cost associated with the addition of asphalt, concrete, signs and striping.

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for DeBenedetti Park ADA Access Improvement Project to  
A. M. Stephens Construction Company, Inc., of Lodi (\$126,736.50) and Appropriating Funds (\$158,000)  
April 17, 2013  
Page 2

**FUNDING AVAILABLE:** Requested Appropriation:  
Parks Impact Fees (1217043): \$158,000

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer

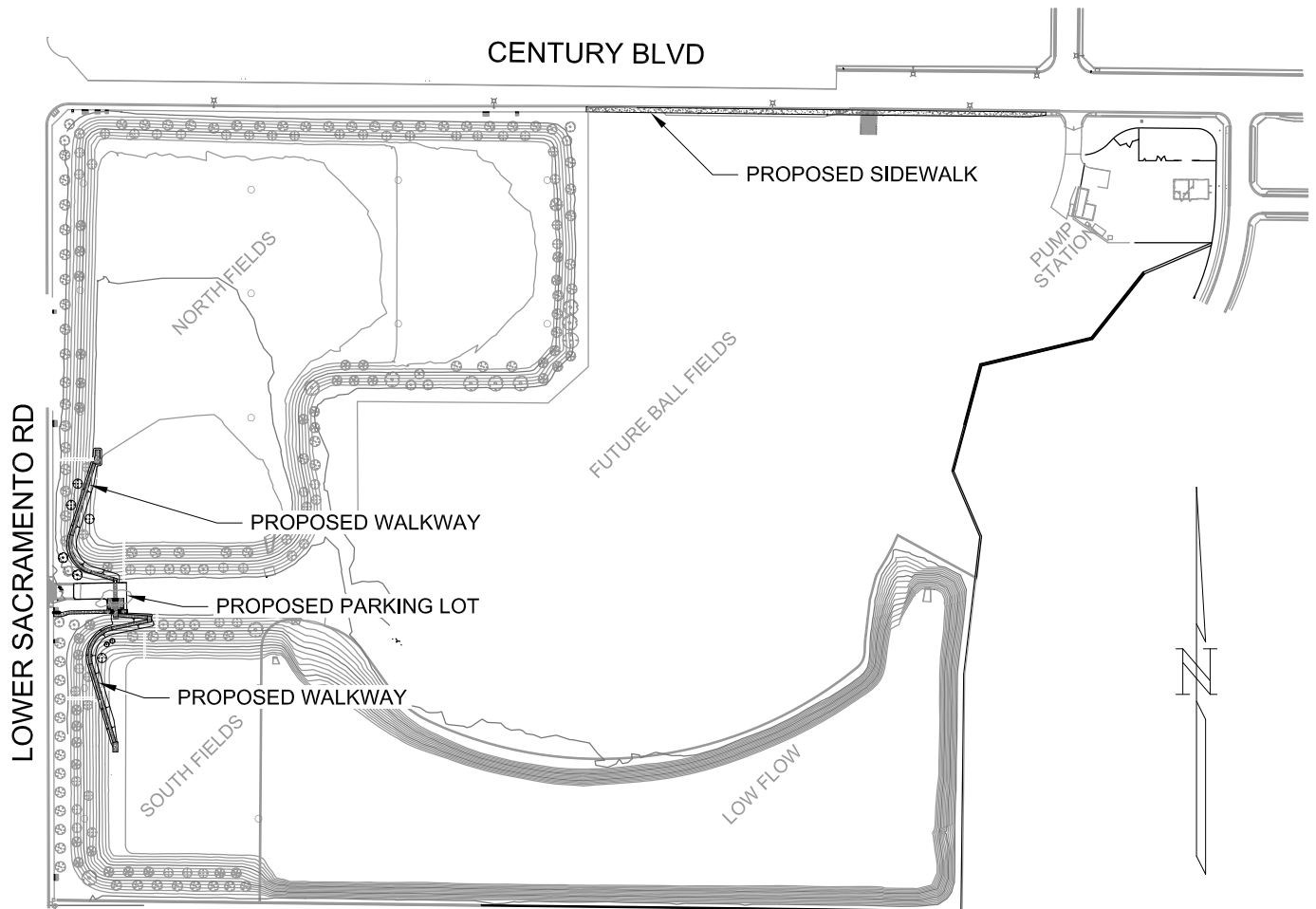
FWS/SN/pmf

Attachment

cc: Associate Civil Engineer  
Management Analyst  
Parks, Recreation and Cultural Services Director

# EXHIBIT A

## DEBENEDETTI PARK ADA ACCESS IMPROVEMENT PROJECT



**DEBENEDETTI PARK ADA ACCESS IMPROVEMENT PROJECT  
2150 South Lower Sacramento Road**

**CONTRACT**

---

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of constructing a parking lot and entrance of 82 tons of asphalt and 477 square feet of concrete. Also includes construction of 3,210 square feet of concrete walkway down the basin side slopes and 6,580 square feet of concrete sidewalks and other incidental and related work, all as shown on the plans and specifications for "DeBenedetti Park ADA Access Improvement Project, 2150 South Lower Sacramento Road".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
2.	Clearing, Grubbing, and Demolition	LS	1	\$ 12,430.00	\$12,430.00
3.	Remove and Salvage Existing Chain Link Fence	LF	1,815	\$ 1.20	\$ 2,178.00
4.	Relocate Trees	EA	6	\$ 340.00	\$ 2,040.00
5.	Tree Planting	EA	2	\$ 340.00	\$ 680.00
6.	Basin Slope Walkway Grading	SF	9,060	\$ 1.25	\$11,325.00
7.	Pavement Excavation	CY	41	\$ 93.00	\$ 3,813.00
8.	Asphalt Concrete	TON	82	\$ 150.00	\$12,300.00
9.	Concrete Parking Stalls (ADA)	SF	477	\$ 6.50	\$ 3,100.50



ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
10.	4-Inch Thick Concrete Sidewalk, Curb Ramp and Concrete Transitions	SF	6,580	\$ 4.50	\$29,610.00
11.	6-Inch Thick Concrete Walk	SF	3,210	\$ 6.70	\$21,507.00
12.	Concrete Curb with 2-Foot Openings	LF	81	\$ 23.00	\$ 1,863.00
13.	Concrete Curb	LF	106	\$ 19.00	\$ 2,014.00
14.	Truncated Dome Panels	SF	66	\$ 32.00	\$ 2,112.00
15.	Concrete Wheel Stop	EA	2	\$ 45.00	\$ 90.00
16.	Bollards and Chain with Reflectors	LS	1	\$ 1,100.00	\$ 1,100.00
17.	Dead-End Barricade (Pedestrian)	EA	1	\$ 510.00	\$ 510.00
18.	Replace Turf on Impacted Areas	SF	5,850	\$ 2.20	\$12,870.00
19.	Install 3-Inch Diameter Schedule 80 PVC Irrigation Sleeve	LF	38	\$ 28.00	\$ 1,064.00
20.	Install 8-Inch Diameter Schedule 80 PVC Irrigation Sleeve	LF	20	\$ 65.00	\$ 1,300.00
21.	Signage and Striping	LS	1	\$ 3,330.00	\$ 3,330.00
TOTAL					\$ 126,736.50

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **35 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



1. AA# \_\_\_\_\_  
2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/01/2013
4. DEPARTMENT/DIVISION: Public Works			

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1217		3205	Fund Balance	\$ 158,000.00
B. USE OF FINANCING	1217	1217043	1825.2300	DeBenedetti Park ADA	\$ 158,000.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract withy AM Stephens for DeBenedetti Park ADA access improvement project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: Wally Sanders

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR  
DEBENEDETTI PARK ADA ACCESS IMPROVEMENT PROJECT AND  
FURTHER APPROPRIATING FUNDS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 27, 2013, at 11:00 a.m., for the DeBenedetti Park ADA Access Improvement Project described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Engineer's Estimate	\$ 158,055.00
A. M. Stephens Construction	\$ 126,736.50
A-Vet Construction	\$ 135,322.56
Abide Builders	\$ 147,307.00
Biondi Paving	\$ 142,571.00
Sierra National Construction	\$ 171,125.00
BC Construction	\$ 171,591.25
Glissman Excavating	\$ 189,404.65
Andrew L. Lee, Inc.	\$ 214,390.00
Cazadores Construction	\$ 214,796.10
George Reed, Inc.	\$ 220,083.00

WHEREAS, staff recommends awarding the contract for the DeBenedetti Park ADA Access Improvement Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$126,736.50.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the DeBenedetti Park ADA Access Improvement Project to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$126,736.50; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

BE IT FURTHER RESOLVED that funds in the amount of \$158,000 be appropriated from the Parks Impact Fees account for this project.

Dated: April 17, 2013

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi (\$84,312.60)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park, to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$84,312.60.

**BACKGROUND INFORMATION:** This project consists of installing 12 concrete ADA-compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project. The improvements are shown in Exhibit A.

The improvements at these two parks are part of the City-Wide ADA Transition Plan (February 2011). The improvements will improve ADA access to the park.

Plans and specifications for this project were approved on March 6, 2013. The City received the following five bids for this project on March 27, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 85,119.00
A. M. Stephens Construction Company	Lodi	\$ 84,312.60
Sierra National Construction	Carmichael	\$ 86,526.20
Abide Builders, Inc.	Vacaville	\$ 92,104.00
A-Vet Construction	Woodbridge	\$ 101,755.59
Cazadores Construction	El Dorado Hills	\$127,122.00

The budget amount includes the cost of engineering, construction, contract administration and project contingencies.

**FISCAL IMPACT:** Not applicable.

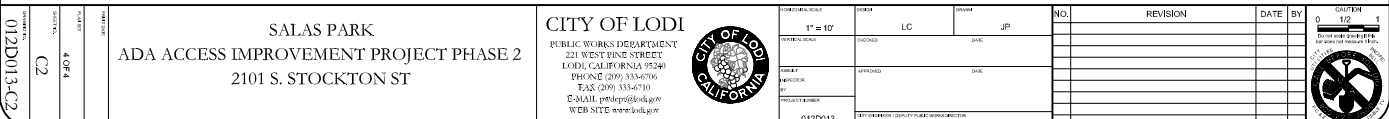
**FUNDING AVAILABLE:** Community Development Block Grant Fund (4591202) - \$105,000

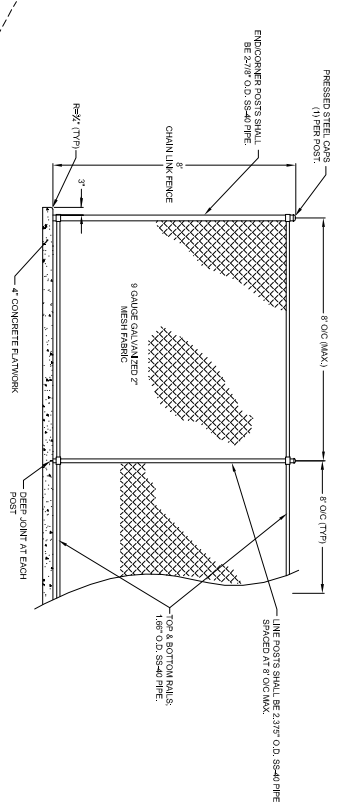
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

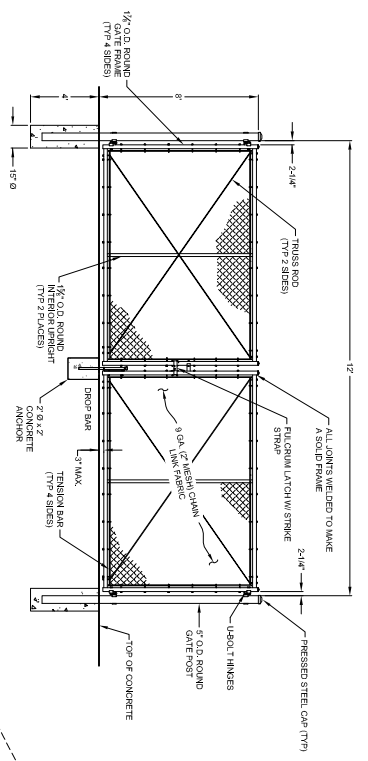
Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
Attachment  
cc: Neighborhood Services Manager  
Senior Civil Engineer Chang

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

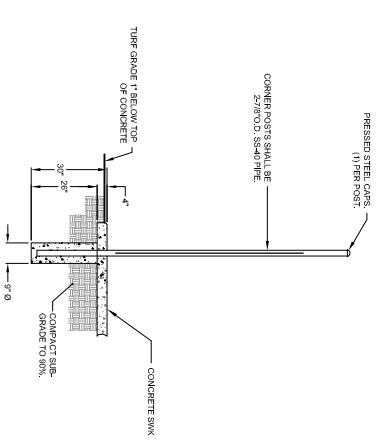




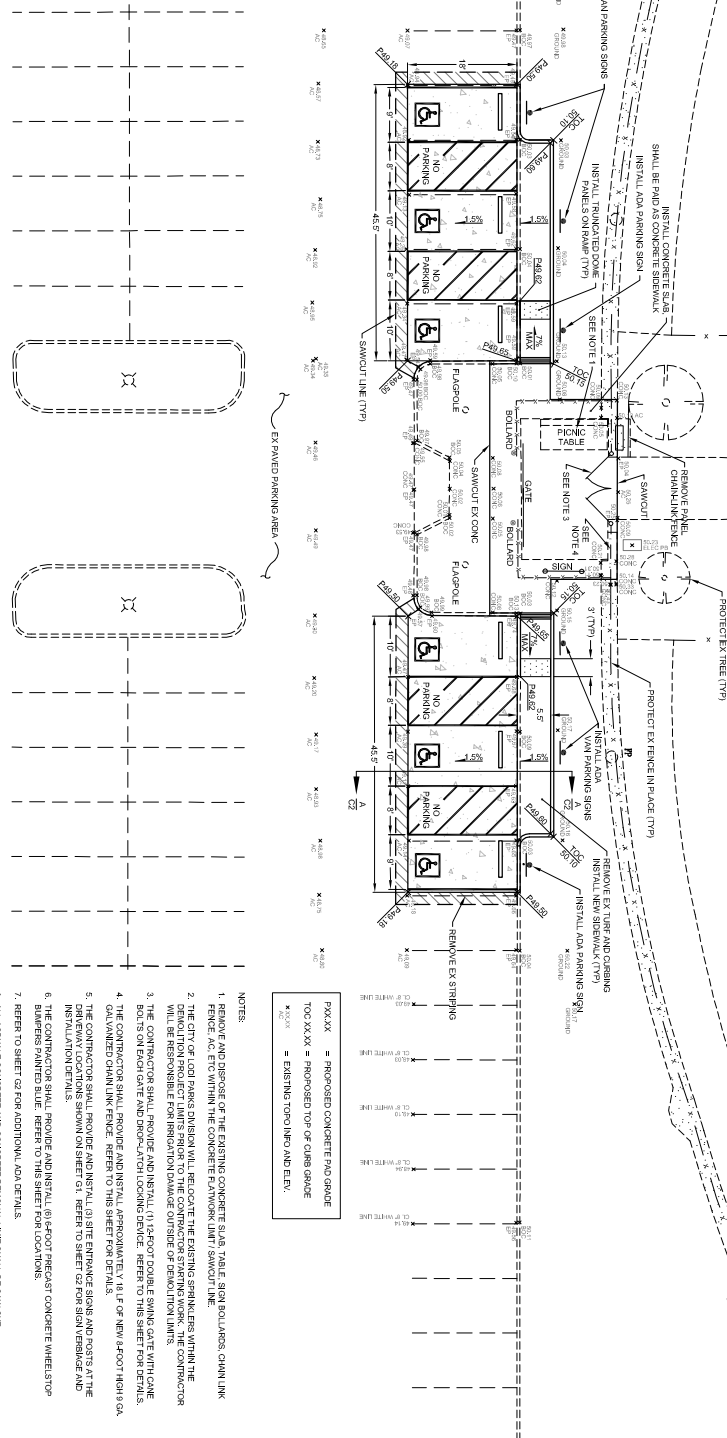
8' CHAIN LINK FENCE - FRONT ELEVATION  
T=Z



12' DOUBLE CHAIN LINK GATE  
NTS



8' CHAIN LINK FENCE - SIDE ELEVATION  
T=Z



POCXXX = PROPOSED CONCRETE PAD GRADE  
TOO XXXX = PROPOSED TOP OF CURB GRADE  
XXXX = EXISTING TOP INFO AND ELEV.

- NOTES:
1. REMOVE AND DISPOSE OF THE EXISTING CONCRETE SLAB TABLE, SIGN BOLLARDS, CHAIN LINK FENCE, AND ETC. WITHIN THE CONCRETE FANWORK UNIT SAWCUT LINE.
  2. THE CITY OF LODI PAVES SINGLE WALL, RELOCATE THE EXISTING SPRINKLERS WITHIN THE CONCRETE FANWORK UNIT SAWCUT LINE.
  3. THE CONTRACTOR SHALL PROVIDE AND INSTALL (1) 14'00\"/>



NO.	REVISION	DATE	BY
0	1/2	1	
1	1/2	1	

NO.	REVISION	DATE	BY
0	1/2	1	
1	1/2	1	

**ADA IMPROVEMENT PROJECT PHASE 2  
LODI SOFTBALL COMPLEX AND SALAS PARK  
(401 North Stockton Street) (2001 South Stockton Street)**

---

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.



ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to install 12 concrete ADA compliant parking stalls and other incidental and related work, all as shown on the plans and specifications for the project "ADA Improvement Project Phase 2, Lodi Softball Complex and Salas Park (401 North Stockton Street and 2001 South Stockton Street)".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	LS	1	\$ 8,300.00	\$ 8,300.00
2.	Storm Water Erosion Control	LS	1	\$ 6,700.00	\$ 6,700.00
3.	Walkway Abandonment	SF	325	\$ 4.00	\$ 1,300.00
4.	Concrete Sidewalk Grinding	SF	10	\$ 25.00	\$ 250.00
5.	Miscellaneous Concrete Subgrade Compaction	SF	5,440	\$ 1.00	\$ 5,440.00
6.	Pavement Repair	SF	216	\$ 23.50	\$ 5,076.00
7.	Concrete Sidewalk/Wheelchair Ramp	SF	2,008	\$ 5.60	\$11,244.80
8.	Concrete ADA Parking Pad	SF	3,224	\$ 6.70	\$21,600.80
9.	Concrete Curb	LF	416	\$ 22.00	\$ 9,152.00
10.	Furnish and Install ADA Signs	LS	1	\$ 3,150.00	\$ 3,150.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Install ADA Truncated Dome Panel	SF	167	\$ 27.00	\$ 4,509.00
12.	Install Concrete Bumper	EA	12	\$ 45.00	\$ 540.00
13.	Chain Link Fence and Gate	LS	1	\$ 5,100.00	\$ 5,100.00
14.	Parking Lot Striping	LS	1	\$ 1,950.00	\$ 1,950.00
TOTAL					\$84,312.60

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **50 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney



RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR ADA IMPROVEMENT PROJECT – PHASE 2,  
LODI SOFTBALL COMPLEX AND SALAS PARK

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 27, 2013, at 11:00 a.m., for the ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Engineer's Estimate	\$ 85,119.00
A. M. Stephens Construction Company	\$ 84,312.60
Sierra National Construction	\$ 86,526.20
Abide Builders, Inc.	\$ 92,104.00
A-Vet Construction	\$ 101,755.59
Cazadores Construction	\$ 127,122.00

WHEREAS, staff recommends awarding the contract for the ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$84,312.60.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the ADA Improvement Project – Phase 2, Lodi Softball Complex and Salas Park to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$84,312.60; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –  
NOES: COUNCIL MEMBERS –  
ABSENT: COUNCIL MEMBERS –  
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge (\$307,357.44)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge, in the amount of \$307,357.44.

**BACKGROUND INFORMATION:** This project consists of constructing 180 lineal feet of concrete masonry unit (CMU) security wall north of the Transit Vehicle Maintenance Facility (TVMF) between the Municipal Service Center (MSC) yard and Kofu Park, adding solar panels and associated system to the south-facing roof of the TVMF and adding site lighting at the Lodi Station bus parking area.

The CMU security wall will be ten feet tall to match the CMU height of the TVMF and act to deter vandalism that is occurring in the area. The solar power system will be similar to the system recently installed at the MSC and take advantage of the south-facing TVMF roof area.

The lighting improvements at the Lodi Station bus parking area include replacement of two existing light poles and installation of three additional light poles to provide additional security lighting in the area where the buses are parked overnight.

Plans and specifications for this project were approved on December 19, 2012. The City received the following four bids for this project on March 28, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 390,000.00
Diede Construction	Woodbridge	\$ 307,357.44
Southland Construction Management	Pleasanton	\$ 325,000.12*
D. G. Granade	Shingle Springs	\$ 346,507.00
Otto Construction	Sacramento	\$ 354,935.02*

\*Corrected Total

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**FISCAL IMPACT:** The solar power portion of the project will develop income to offset utility costs at the MSC TVMF facility. Failure to award the contract could result in the loss of the funding of approximately \$375,000 for construction of the project.

**FUNDING AVAILABLE:** American Recovery and Reinvestment Act (1251): \$375,000

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Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager  
FWS/GW/pmf  
cc: Transportation Manager

## ***CONTRACT***

### **CITY OF LODI, CALIFORNIA**

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DIEDE CONSTRUCTION, INC., herein referred to as the "Contractor."

### **W I T N E S S E T H:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

PART A: Invitation for Bid

PART B: Bid Pricing Forms

PART C: Special Conditions

PART D: Federal Requirements

Specifications/Bridging Documents

CONTRACT AND BOND FORMS

ARRA FORMS

ELECTRIC UTILITY DEPARTMENT STANDARD PLAN 942-0240

S-5! ATTACHMENT SOLUTIONS CONTACT AND PRODUCT DATA

CALTRANS ES - 6A, 6B, 6C, 7M AND 7N

SOILS REPORT: KRAZAN & ASSOCIATES DATED AUGUST 6, 2007

FEDERAL MINIMUM WAGE RATES, GENERAL DECISION NUMBER: CA130029 2/8/13 CA29

Drawings:

A1.0 MUNICIPAL SERVICE CENTER SECURITY WALL SITE PLAN

A2.0 MUNICIPAL SERVICE CENTER SECURITY WALL DETAILS

A3.0 MUNICIPAL SERVICE CENTER SECURITY WALL GENERAL NOTES

A4.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ROOF PLAN

A5.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ELEVATIONS

E1.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ELECTRICAL  
SITE PLAN

E-2 LODI STATION ELECTRICAL SITE PLAN – PINE STREET TO OAK STREET

E-3 LODI STATION ELECTRICAL SITE PLAN – OAK STREET TO WALNUT STREET

### **Addenda**

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 Special Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

TOTAL CONTRACT AMOUNT

\$307,347.44

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 30 calendar days after the Notice to Proceed;
2. City Public Works Review Time: 15 calendar days.
3. Complete construction 90 Calendar days after the date of the City of Lodi Building Permit issuance.



Total Project (Excluding Building Department review time): 135 calendar days

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$1,000.00 per day for each day the work is not totally completed** beyond the times specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the Contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

Konradt Bartlam, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

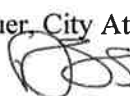
\_\_\_\_\_

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
AND AUTHORIZING THE CITY MANAGER TO EXECUTE  
CONTRACT FOR MUNICIPAL SERVICE CENTER TRANSIT  
VEHICLE MAINTENANCE FACILITY SECURITY WALL AND  
SOLAR POWER PHASE 2 AND LODI STATION LIGHTING  
IMPROVEMENT PROJECTS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 28, 2013, at 11:00 a.m., for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects, described in the plans and specifications therefore approved by the City Council on December 19, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Engineer's Estimate	\$ 390,000.00
Diede Construction, Inc.	\$ 307,357.44
Southland Construction Management	\$ 325,000.12*
D. G. Granade	\$ 346,507.00
Otto Construction	\$ 354,935.02*
*Corrected Total	

WHEREAS, staff recommends awarding the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to the low bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$307,357.44.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to the low bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$307,357.44; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Reynolds Ranch Parkway Median Improvements Project to Anchor Concrete Construction, Inc., of Antioch (\$29,846) and Appropriating Funds (\$37,000)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding contract for Reynolds Ranch Parkway Median Improvements Project to Anchor Concrete Construction, Inc., of Antioch, in the amount of \$29,846 and appropriating funds in the amount of \$37,000.

**BACKGROUND INFORMATION:** This project consists of removing existing landscape elements in the narrow part of the median, installing stamped concrete, and other incidental and related work, all as shown on the plans and specifications for the project. The location of the project is shown on Exhibit A.

The existing landscape elements in the median along Reynolds Ranch Parkway were installed in 2009, as part of the Reynolds Ranch improvements. The plants in the narrow part of the median, where the width is less than four feet, are not doing well and are difficult to maintain. The landscape elements in these narrow portions will be removed and replaced with stamped concrete, improving the esthetics of the median and also reducing the long-term maintenance costs in the area.

Plans and specifications for this project were approved on March 6, 2013. The City received the following seven bids for this project on March 27, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 28,965.00
Anchor Concrete Construction, Inc.	Antioch	\$ 29,846.00
Sierra National Construction	Carmichael	\$ 31,336.00
Cal Pacific Curb	Salida	\$ 32,889.30
B & M Builders, Inc.	Rancho Cordova	\$ 37,682.50
Biondi Paving	Sacramento	\$ 38,797.00
A. M. Stephens Construction	Lodi	\$ 42,566.00
A-Vet Construction	Woodbridge	\$ 73,051.80

The requested appropriation of \$37,000 covers engineering, construction, inspection, and project contingencies.

**FISCAL IMPACT:** This project will reduce the long-term maintenance costs of the Reynolds Ranch Parkway median.

APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Reynolds Ranch Parkway Median Improvements Project to  
Anchor Concrete Construction, Inc., of Antioch (\$29,846) and Appropriating Funds (\$37,000)  
April 17, 2013  
Page 2

**FUNDING AVAILABLE:** Requested Appropriation:  
Measure K (325058): \$37,000

---

Jordan Ayers  
Deputy City Manager/Internal Services Director

---

F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Engineer  
FWS/LC/pmf  
Attachment  
Cc: Senior Civil Engineer  
Management Analyst  
Deputy Public Works Director – Utilities



CITY OF LODI

PUBLIC WORKS DEPARTMENT

EXHIBIT A  
Reynolds Ranch Parkway  
Median Improvement Project

REYNOLDS RANCH PARKWAY

HARNEY LN

LOCATION 1

LOCATION 2

LOCATION 3

LOCATION 4

LOCATION 5

LOCATION 6

COSTCO



BLUE SHIELD

**REYNOLDS RANCH PARKWAY  
MEDIAN IMPROVEMENT PROJECT**

**CONTRACT**

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ANCHOR CONCRETE CONSTRUCTION, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

**ARTICLE II** - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE III** - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to remove existing landscape elements in the median, install colored stamped concrete, and other incidental and related work, all as shown on the plans and specifications for "Reynolds Ranch Parkway Median Improvement Project".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
2.	Clearing and Grubbing	LS	1	\$ 9,743.50	\$ 9,743.50
3.	Storm Water Erosion Control	LS	1	\$ 500.00	\$ 500.00
4.	Miscellaneous Concrete Subgrade Compaction	SF	2,290	\$ 1.25	\$ 2,862.50
5.	Concrete Median	SF	2,290	\$ 6.00	\$13,740.00
TOTAL					\$29,846.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Konradt Bartlam  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney





1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	03/28/2013
4. DEPARTMENT/DIVISION: Public Works			

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 37,000.00
B. USE OF FINANCING	325	325058	7720	Reynolds Ranch Parkway Median	\$ 37,000.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with Anchor Concrete Construction for the Reynolds Ranch parkway median improvement project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager \_\_\_\_\_ Date \_\_\_\_\_

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT  
FOR REYNOLDS RANCH PARKWAY MEDIAN IMPROVEMENTS  
PROJECT AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 27, 2013, at 11:00 a.m., for the Reynolds Ranch Parkway Median Improvements Project, described in the plans and specifications therefore approved by the City Council on March 6, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

<b>Bidder</b>	<b>Bid</b>
Engineer's Estimate	\$ 28,965.00
Anchor Concrete Construction, Inc.	\$ 29,846.00
Sierra National Construction	\$ 31,336.00
Cal Pacific Curb	\$ 32,889.30
B & M Builders, Inc.	\$ 37,682.50
Biondi Paving	\$ 38,797.00
A. M. Stephens Construction	\$ 42,566.00
A-Vet Construction	\$ 73,051.80

WHEREAS, staff recommends awarding the contract for the Reynolds Ranch Parkway Median Improvements Project to the low bidder, Anchor Concrete Construction, Inc., of Antioch, California, in the amount of \$29,846.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Reynolds Ranch Parkway Median Improvements Project to the low bidder, Anchor Concrete Construction, Inc., of Antioch, California, in the amount of \$29,846; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$37,000 be appropriated from Measure K funds for the project.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Accept Improvements Under Contract for Zupo Field Outfield Wall Renovation Project

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Accept improvements under contract for Zupo Field Outfield Wall Renovation Project.

**BACKGROUND INFORMATION:** The contract was awarded to Golden Bay Fence, Inc., of Stockton, in the amount of \$23,120.94, on February 6, 2013. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of the provision and installation of new vinyl coated privacy slat chain link fencing to replace the existing aged plywood wall.

The completion date was March 20, 2013. The final contract price was \$25,292.91. The difference between the contract amount and the final contract price is due to upgrading the chain link fence fabric. This upgrade was requested by the City.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

**FISCAL IMPACT:** This renovation project will have an immediate positive effect on ongoing maintenance expenses. The projected life of the new fencing will be a minimum of 20 years.

**FUNDING AVAILABLE:** This project was funded by PRCS donation revenue account (3471.6153) and Parks Division Sports Facility Maintenance (347313.7323)

---

F. Wally Sandelin  
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer  
FWS/CES/pmf  
cc: Park Superintendent

---

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Awarding Professional Services Agreement for Ground Water Monitoring/Reporting Services to Stantec Consulting Corporation, of Rancho Cordova (\$157,770); Authorizing City Manager to Execute Contract Extension; and Appropriating Funds (\$170,000)

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding professional services agreement for ground water monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, in the amount of \$157,770; authorizing City Manager to execute contract extension; and appropriating funds in the amount of \$170,000.

**BACKGROUND INFORMATION:** The purpose of the ground water monitoring is to measure concentrations of PCE, TCE and other related breakdown chemicals within the Central, Southern and Western Plume source areas, to assess the lateral and vertical extent of these chemicals, and to track changes in chemical concentrations over time. The City must submit quarterly reports as required by Monitoring and Reporting Program Order No. R5-2008-0813 issued by the Central Valley Regional Water Quality Control Board on April 17, 2008. The recommended services contract term is two years, with an option for extending it for an additional two years.

The City distributed the Request for Proposals to 15 environmental companies and received six proposals for this project on March 7, 2013. The proposals were reviewed, and Stantec Consulting Corporation was unanimously chosen by a committee made up Public Works Department staff. The consultant cost proposals ranged from \$116,706 to \$282,800 for the two-year contract term.

Awarding the professional services agreement to Stantec is recommended due to the company's excellent qualifications, past performance for the City, and its close working relationship with the Regional Water Quality Control Board. Additional appropriation above the contract price is to cover staff costs associated with managing the contract.

**FISCAL IMPACT:** Annual costs are funded by PCE/TCE Cleanup Funds.

**FUNDING AVAILABLE:** Requested Appropriation:  
Central Plume PCE/TCE Cleanup Funds (190): \$105,180  
Southern and Western Plume PCE/TCE Cleanup Funds (185): \$64,820

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Chris Boyer, Assistant Engineer  
FWS/CB/pmf  
cc: Deputy Public Works Director – Utilities

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

## **AGREEMENT FOR CONSULTING SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING CORPORATION (hereinafter "CONSULTANT").

#### **Section 1.2 Purpose**

CITY selected the CONSULTANT to provide ground water monitoring/reporting services.

CITY wishes to enter into an agreement with CONSULTANT for GROUND WATER MONITORING/REPORTING SERVICES project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

### **ARTICLE 2 SCOPE OF SERVICES**

#### **Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

#### **Section 2.2 Time For Commencement and Completion of Work**

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall allow CONSULTANT a corresponding time to complete the required work. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

#### **Section 2.3 Meetings**

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

#### **Section 2.4 Staffing**

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

#### **Section 2.5 Subcontracts**

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

### **ARTICLE 3 COMPENSATION**

#### **Section 3.1 Compensation**

CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said

work, hourly rate, and indicating to what aspect of the scope of services said work is attributable and such invoices shall be paid within thirty (30) days of receipt by the City.

### **Section 3.3 Costs**

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

## **ARTICLE 4 MISCELLANEOUS PROVISIONS**

### **Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

#### **Section 4.2 Responsibility for Damage**

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

The total amount of all claims the CITY may have against the CONSULTANT under this Agreement or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to (i) in the case of a claim that is not covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the lesser of the fees or \$500,000, or (ii) in the case of a claim that is covered by one of the insurance policies of CONSULTANT referred to in Section 4.5 below, the amount set forth in said Section. As the CITY's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT and not against any of the CONSULTANT'S employee's, officers, or directors.

The CONSULTANT'S liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the services and the CONSULTANT shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CITY, including but not limited to, claims for loss of use, loss of profits and loss of markets.

#### **Section 4.3 No Personal Liability**

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

#### **Section 4.4 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

#### **Section 4.5 Insurance Requirements for CONSULTANT**

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect



CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees and Volunteers as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

**Section 4.6 Worker's Compensation Insurance**

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

#### **Section 4.7 Attorney's Fees**

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

#### **Section 4.8 Successors and Assigns**

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

#### **Section 4.9 Notices**

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
F. Wally Sandelin, Public Works Director  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

To CONSULTANT:      Stantec Consulting Corporation  
Jim Grasty, Principal  
3017 Kilgore Road, Ste. 100  
Rancho Cordova, CA 95670

#### **Section 4.10 Cooperation of CITY**

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

#### **Section 4.11 CONSULTANT is Not an Employee of CITY**

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

#### **Section 4.12 Termination**

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT

shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

CONSULTANT may terminate this Agreement upon seven (7) days' notice in writing in the event the City has committed material breach of this Agreement. Non-payment of the CONSULTANT's invoices will be considered a material breach of this Agreement.

**Section 4.13 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.14 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

**Section 4.15 Integration and Modification**

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only be written instrument signed by CONSULTANT and CITY.

**Section 4.16 Applicable Law and Venue**

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall, upon payment of the applicable invoices, allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days. CONSULTANT is allowed to retain a copy of all said items for archival purposes.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By: \_\_\_\_\_  
RANDI JOHL  
City Clerk

By: \_\_\_\_\_  
KONRADT BARTLAM  
City Manager

APPROVED AS TO FORM:

STANTEC CONSULTING CORPORATION

By: \_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

By: \_\_\_\_\_  
JIM GRASTY  
Its: Managing Principal

Dated: \_\_\_\_\_

Attachments:

Exhibit A – Scope of Services  
Exhibit B – Fee Proposal  
Exhibit C – Insurance Requirements

Funding Source: 190202.7323

## SCOPE OF SERVICES

To complete the Scope of Services, Stantec proposes the following tasks:

Task 1: Project Management and Preparation of Health and Safety Plan

Task 2: Monitoring and Sampling

Task 3: Analytical Program

Task 4: Reporting

### *Task 1 – Project Management and Preparation of Health and Safety Plan*

Stantec will perform normal project management responsibilities including, but not limited to, budget tracking, invoicing, sub-contracting and payment for analytical laboratory services, and communication with the client as well as the RWQCB (when requested). Our services also include attending a kickoff meeting and quarterly project meetings. All field activities, including quarterly PDB deployment, depth to water measurements, and PDB sample retrieval will be properly scheduled in advance with the appropriate City personnel. As required, Stantec will perform necessary coordination with the City and the City's contracted laboratory (Moore Twining Associates, Inc. of Fresno, California) to obtain the analytical data for water supply wells No. 02, No. 06R, and No. 08 sampled by the City's Water Division.

Prior to commencement of field work, a site-specific Health and Safety Plan (HASP) will be prepared for the project as required by the Occupational Health and Safety Administration (OSHA) standard guidelines (29 CFR 1910.120), and by California Occupational Health and Safety Administration (Cal-OSHA) guidelines (CCR Title 8, Section 5192). Prior to performing any fieldwork, the HASP will be updated with appropriate field personnel and potential subcontractor information. The field staff and any potential contractors will review and sign the HASP before beginning field operations at the site.

### *Task 2 – Monitoring and Sampling*

Monitoring and sampling will be conducted for two years, beginning second quarter 2013 and extending through the first quarter 2015. Monitoring and sampling activities will continue to be conducted at Central Plume wells in accordance with MRP Order No. R5-2008-0813. In addition, existing and proposed monitoring wells associated with the Western and Southern Plumes will also be monitored and sampled in accordance with the MRP and RFP Exhibits A through D. Sampling of the Western and Southern plume monitoring wells is scheduled to begin third quarter 2013. These additional wells are identified in Treadwell and Rollo's (T&R) February 1, 2011 *Groundwater Monitoring Program Plan for the Western and Southern Plume Areas* (RFP Exhibit B) and subsequent T&R documents.



Per MRP Requirement (b), Page 3, PDB samplers are to be used in all monitoring wells, as such, typical indicator parameters (pH, electrical conductivity, and temperature) normally collected during well purging are not applicable. Per the RFP and Exhibit B of the RFP, depth-to-groundwater will be measured quarterly to the nearest 0.01 foot in all accessible wells (73) and recorded on Stantec's *Groundwater Gauging Form* and *Groundwater Sampling Form for Passive Diffusion Bags* (Examples of these forms are included in the sample report included as Appendix B). It is noteworthy that the RFP indicates groundwater samples will be collected quarterly from 74 wells. Per the MRP and RFP Exhibit B, the total number of wells in the program will be 73; well MW-19 (listed in Table 5 of Exhibit B) was already included in the Central Plume program as a gauge only well. Wells to be sampled each quarter (beginning third quarter 2013) include 41 quarterly, 49 semi-annually, and 69 annually in accordance with the schedule presented below.

SAMPLING FREQUENCY <sup>1</sup>			
	Quarterly	Semi-annually <sup>2</sup>	Annually <sup>3</sup>
Central Plume Wells	G-04; G-05; G-06; G-07; G-08; G-11; G-12; G-13; G-14A; G-15A; G-16A; G-16B; G-17A; G-18A; G-19A; G-24B; G-25A; G-25B; MW-06; MW-09; MW-12; MW-21A; MW-21B; MW-21C; MW-22B; MW-22C; MW-25B; MW-27D; PCP-4	G-24A; MW-23B; MW-23C	G-10; G-14B; G-14C; G-18B; G-25C; MW-08; MW-15; MW-17; MW-24A; MW-24B; MW-24C; MW-25C; MW-26D
Western Plume Wells <sup>4</sup>	WMW-1A, WMW-1B, WMW-1C, WMW-2A, WMW-2B, WMW-2C, WMW-2D	MW-11	
Southern Plume Wells <sup>4</sup>	OS-2, SA-09, SA-10, SMW-1A, SMW-1B	SA-03, SA-06, SA-07,	MW-19, OS-1, SA-01, SA-02, SA-04, SA-05, SA-08
Total Wells Sampled	41	49	69
<p>1 All wells (including G-16C, G-18C, MW-13, MW-16, and MW-18) shall be monitored quarterly for depth to groundwater.</p> <p>2 Wells shall be sampled semi-annually during the first and third quarters.</p> <p>3 Wells shall be sampled annually during the third quarter.</p> <p>4 Western and Southern Plume Wells are scheduled for sampling beginning in third quarter 2013.</p>			

The table above is modified from the MRP and includes information from the monitoring program outlined in Tables 4 and 5 of RFP Exhibit B to indicate the respective number of samples collected during the quarterly, semi-annual, and annual sampling events. The PDB samplers are deployed at depths within the screened intervals a minimum of two weeks prior to sample retrieval to provide adequate time to equilibrate. Typically, the PDBs to be collected in a given quarter will be deployed during the previous quarterly monitoring and sampling event. The PDB deployment depths for Central Plume wells will continue at the same depths as the last four years and the deployment depths for the Western and Southern Plumes will be based on Tables 4 and 5 of RFP Exhibit B. The City currently uses 18-inch length sample bags (variable diameters are available). Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment also to ensure that the sample deployment cables are straight, and the PDB does not lodge in the casing prior the reaching the required depth. The PDB samplers can be procured pre-filled from the manufacturer or may be filled in the field with laboratory-supplied deionized water. Eon Products Inc. and Colombia Analytical Services are the two main suppliers of PDB samplers and suspension equipment.

The PDB sample for a given well is retrieved from the well and immediately dispensed into at least three, laboratory-prepared, 40-milliliter volatile organic analysis (VOA) sample containers with pre-completed sample labels. Appropriate sampling protocol for preparing sample-splits (minimum ten percent duplicates) is employed to maximize reproducibility of analyte concentrations within the three containers and duplicates. The samples are immediately placed in an iced-cooler for delivery under appropriate chain-of-custody protocol to a

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*Special care is taken to avoid potential cross-contamination of the PDB, hanger assembly, and suspension cable during deployment.*

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California-certified analytical laboratory. The sample collection time and date, sample depth, groundwater depth, depth to well bottom, sampling technician's name, other relevant information, and if a duplicate was collected from the well are recorded on Stantec's *Groundwater Sampling Form for Passive Diffusion Bags*. Depth-to-groundwater is measured prior to PDB retrieval and depth to well bottom measured following PDB retrieval. For costing purposes, Stantec will assume the same level of effort and accessibility to the Western and Southern Plumes wells as has been required during completion of the Central Plume program. Stantec will also assume that any needed access agreements are in place with the owners of the property where the Western and Southern Plume wells are located. Preliminary review of the SA and OS series well locations appear to indicate they are located on private property.

### ***Task 3 – Analytical Program and Quality Assurance/Quality Control***

The analytical program will be completed in accordance with MRP Order No. R5-2008-0813. Samples will be analyzed by a California-certified analytical laboratory using U.S. Environmental Protection Agency (EPA) sample preparation Method 5030B and EPA analytical Method 8260B. For consistency with previous analytical program, in addition to an 8260B full-spectrum scan, methyl tertiary butyl ether (MTBE), carbon disulfide, and acetone will also be reported.

Quality assurance and quality control (QA/QC) protocol are not specified in the RFP or MRP. In Stantec's PDB sampling programs, typically ten percent of the total number of samples retrieved are analyzed as QA/QC duplicate samples and one trip blank per cooler is also analyzed. Although not required, Stantec also recommends analysis of a representative field blank of the laboratory-grade deionized water within the PDB sampler. In addition to Level II QA/QC procedures used by the analytical laboratory, the relative percent difference (RPD) between the primary and duplicate samples will be calculated and documented in the monitoring reports.

### ***Task 4 – Data Analysis, Reporting, and GeoTracker Submittal***

Quarterly data analysis, reporting, and GeoTracker submittal will be performed for two years. Stantec currently maintains the City's EQuIS chemical database containing historical analytical data for the Central Plume wells. Stantec requests that the City provide Excel files with the historical analytical and depth to groundwater data for the Western and Southern Plume wells to be added to the sampling program in third quarter 2013. These historical data will be added to the City's chemical database and are critical to proper interpretation of analyte concentration trends. Each quarter, the project's California-certified analytical laboratory will provide a GeoTracker compatible Electronic Data Deliverable (EDD) for uploading to GeoTracker and an EQuIS compatible EDD for addition to the project database.



Stantec's Information Management Systems Group has prepared a document entitled Laboratory Standard Operating Procedures, which details a thorough series of EDD format and quality checks and is provided to the analytical facility. The EDDs will be processed through a rigorous set of electronic quality checks and procedures before being imported into the database. Subsequently, a random ten percent of all samples will be checked for completeness and accuracy against the laboratory PDF and field notes. Another ten percent of the samples will be checked at the peer-review stage. By importing the data electronically and automating the process, data integrity and quality is significantly improved.

A variety of software tools and applications are used by Stantec to create the MRP-required tables and figures for quarterly and annual reports. Our project team determines the best applications and tools for the project dataset, which may include ArcGIS, Manifold, Surfer, EnviroInsight, etc., and which may evolve as new applications are developed. Stantec assumes that all well construction details, historical water elevation, flow, and gradient data for the Western and Southern Plume wells will be provided in Excel files for inclusion in the database and generation of the MRP-required tables. If some of these datasets are not currently available electronically, Stantec may also be able to work with scanned or PDF datasets, however this is not part of the scope as defined in this proposal.



Following the generation and QA/QC of the required tables and figures, Stantec' scientists will evaluate the data and prepare the narrative describing sampling methods, QA/QC data, comparisons with regulatory standards, concentration and elevation trends, gradient data, and plume delineation. Quarterly and annual reporting will be completed in accordance with MRP Order No. R5-2008-0813. First, second, and third quarter reports will be submitted by May 1st, August 1st, and November 1st, respectively. The fourth quarter and annual report will be submitted by March 1st. Reports will be submitted to the City in draft form for review by the City two weeks prior to the above submittal dates. Revised reports incorporating mutually agreeable comments will be submitted to the RWQCB within one week of receiving City comments and by the above prescribed submittal dates.

Historical monitoring reports for the Central Plume, submitted prior to second quarter 2009 when Stantec began preparing them, were not in full compliance with MRP requirements. There were several MRP reporting requirements omitted. Most important was Requirement (f), Page 4, which required: "A table showing historical...vertical (if applicable) flow directions and gradients." Chemicals are currently detected in four groundwater zones and vertical gradients control the migration of groundwater contaminants between the different zones. The City has previously installed ten multiple-aquifer well clusters to allow calculation of vertical gradients. These data are critical to evaluating the spatial and temporal concentration trends and monitoring remedial methods. Stantec monitoring reports are in full compliance with the MRP and now include Table 6, *Recent and Historical Vertical Groundwater Gradient Data* and a discussion of vertical gradients.

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*The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements.*

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In compliance with the requirements of the California Code of Regulations, Title 23, Division 3, Chapter 30, Stantec's quarterly monitoring reports (and EDD's of quarterly analytical data) will be submitted electronically to the State Water Board GeoTracker database system. In 2009, Stantec reviewed and summarized the City's historical Central Plume EDDs on GeoTracker for missing data. Per the City's request, Stantec worked with the previous analytical laboratory to obtain and upload missing EDDs, bringing the Central Plume site into GeoTracker compliance.

The RWQCB now has separate GeoTracker sites for the Western and Southern Plumes and neither of these sites is in compliance with GeoTracker submittal requirements. Stantec will provide an estimated cost to work with the City and T&R to bring these sites into compliance.

The MRP requires summaries of the remedial system performance in the quarterly and annual reports (i.e., MRP Reporting Requirements [i] and [j] and Annual Reporting Requirement [e]). Stantec will continue to work with the City's current remedial consultant that operates the soil vapor extraction (SVE) and groundwater extraction and treatment (GWET) systems to provide the required remedial summary in the quarterly and annual monitoring reports.

As an option for the City, Stantec can deploy a web portal site for project management and data access by the City Project Team. The portal can provide resources to coordinate activities, transfer documents, maintain schedules, etc., and will be enabled for data access and GIS so that the City can query information relating to water levels, field parameters, and laboratory water quality analyses at any time in a user friendly format.

**City of Lodi**  
**2013-2015**  
**Monitoring, Sampling, and Reporting Services**  
**Time and Materials**  
**Estimated Budget**

T O T A L E S T I M A T E D F E E S													
CLASSIFICATION	UNITS	RATE	Quarterly Project Management		2nd Qtr 2013 Monitoring & Sampling & Analytical		2nd Qtr 2013 Data Analysis, Reporting, & Geotracker		Remaining Qtrs Monitoring, Sampling & Analytical		Remaining Qtrs Data Analysis, Reporting, & Geotracker		
			Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	Units	Dollars	
STANTEC LABOR													
Senior (Billing Level 14)	Hour	\$167	6	\$1,002	2	\$334	9	\$1,503	3	\$501	12	\$2,004	
Associate (Billing Level 10)	Hour	\$122	0	\$0	0	\$0	2	\$244	0	\$0	3	\$366	
Project (Billing Level 9)	Hour	\$113	0	\$0	0	\$0	21	\$2,373	0	\$0	22	\$2,486	
Staff (Billing Level 7)	Hour	\$95	2	\$190	2	\$190	2	\$190	3	\$285	3	\$285	
Technician III (Billing Level 6)	Hour	\$87	0	\$0	26	\$2,262	0	\$0	38	\$3,306	0	\$0	
Senior Drafter/GIS (Billing Level 8)	Hour	\$104	0	\$0	0	\$0	10	\$1,040	0	\$0	11	\$1,144	
Admin (Billing Level 5)	Hour	\$80	3	\$240	0	\$0	2.5	\$200	0	\$0	3	\$240	
LABOR COSTS (Per Qtr)				\$1,432		\$2,786		\$5,550		\$4,092		\$6,525	
STANTEC EQUIPMENT													
Water Level Meter	Day	\$30	0	\$0	2	\$60	0	\$0	3	\$90	0	\$0	
Field Vehicle	Day	\$125	0	\$0	2	\$250	0	\$0	3	\$375	0	\$0	
Delineators/Cones/Flags	Day	\$55	0	\$0	2	\$110	0	\$0	3	\$165	0	\$0	
EQUIPMENT COSTS (Per Qtr)				\$0		\$420		\$0		\$630		\$0	
REBILLABLES													
Laboratory (8260) 2nd Qtr 13	Each	\$65	0	\$0	33	\$2,145	0	\$0	0	\$0	0	\$0	
Laboratory (8260) Remaining Qtrs	Each	\$65	0	\$0	0	\$0	0	\$0	59	\$3,835	0	\$0	
Shipping/Postage	Each	\$20	1	\$20	0	\$0	0	\$0	0	\$0	0	\$0	
Mileage	Each	\$0.565	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	
Deionized Water Fill for PDBs	Each	\$4	0	\$0	30	\$120	0	\$0	53	\$212	0	\$0	
Diffusion sampler	Each	\$18	0	\$0	30	\$540	0	\$0	53	\$954	0	\$0	
REBILLABLES (Per Qtr)				\$22		\$3,086		\$0		\$5,501		\$0	
TOTAL COST PER 1/4	Markup	10%		\$1,454		\$6,292		\$5,550		\$10,223		\$6,525	
ESTIMATED FEE FOR YEAR 1													
ESTIMATED FEE FOR YEAR 2:		% Increase =	\$5,816		\$6,292		Not Included		3Qtrs = \$30,669		3Qtrs = \$19,575		
ESTIMATED FEE FOR YEAR 2:		2.50%	\$5,961		Not Included		Not Included		4Qtrs = \$57,154		4Qtrs = \$26,753		
TOTAL FEE ESTIMATE FOR TWO YEAR CONTRACT													
			\$11,777		\$6,292		\$5,550		\$87,823		\$46,328		
ESTIMATED FEE FOR YEAR 3:													
ESTIMATED FEE FOR YEAR 3:		% Increase =	\$6,140		Not Included		Not Included		\$58,869		\$27,555		
ESTIMATED FEE FOR YEAR 4:		% Increase =	\$6,324		Not Included		Not Included		\$60,635		\$28,382		
TOTAL FEE ESTIMATE FOR TWO YEAR EXTENSION													
			\$12,465		Not Included		Not Included		\$119,503		\$55,937		
											\$187,905		



## EXHIBIT C

**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence                | \$1,000,000 Bodily Injury - Ea. Person       |
|   | \$1,000,000 Bodily Injury - Ea. Occurrence   |
| \$1,000,000 Aggregate                     | \$1,000,000 Property Damage - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY</u>          |  |
| \$1,000,000 Ea. Occurrence                |  |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

## CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/01/2013
4. DEPARTMENT/DIVISION:	Public Works		

### 6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	190		3205	Fund Balance	\$ 105,180.00
	185		3205	Fund Balance	\$ 64,820.00
B. USE OF FINANCING	190	190202	7323	Groundwater Monitoring/Reporting	\$ 105,180.00
	185	185126	7323	Groundwater Monitoring/Reporting	\$ 64,820.00

### 7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional services agreement with Stantec Consulting for groundwater monitoring/reporting services.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: 

### 8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager	Date
---	------

Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
AND AUTHORIZING CITY MANAGER TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT AND EXTENSION  
FOR GROUND WATER MONITORING/REPORTING  
SERVICES WITH STANTEC CONSULTING CORPORATION  
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the purpose of the ground water monitoring is to measure concentrations of PCE, TCE and other related breakdown chemicals within the Central, Southern and Western Plume source areas, to assess the lateral and vertical extent of these chemicals, and to track changes in chemical concentrations over time; and

WHEREAS, the City must submit quarterly reports as required by Monitoring and Reporting Program Order No. R5-2008-0813 issued by the Central Valley Regional Water Quality Control Board on April 17, 2008; and

WHEREAS, the City distributed the Request for Proposals to 15 environmental companies and received six proposals for this project on March 7, 2013. The proposals were reviewed, and Stantec Consulting Corporation was unanimously chosen by a committee made up Public Works Department staff; and

WHEREAS, staff recommends awarding a professional services agreement for ground water monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, California, for a term of two years, in the amount of \$157,770, with an option to renew for an additional two-year term.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award a Professional Services Agreement for groundwater monitoring/reporting services to Stantec Consulting Corporation, of Rancho Cordova, California, for a term of two years, in the amount of \$157,770; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the Professional Services Agreement with an option for a two-year extension; and

BE IT FURTHER RESOLVED that funds in the amount of \$170,000 be appropriated from Central Plume PCE/TCE Cleanup Funds and the Southern and Western Plume PCE/TCE Cleanup Funds for this project.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Enter into Fifth Amendment to World of Wonders Science Museum Lease

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to enter into Fifth Amendment World of Wonders Science Museum lease.

**BACKGROUND INFORMATION:** The City of Lodi received the attached letter from the Board of Directors of the World of Wonders (WOW) Science Museum requesting that the Council consider amending the current lease agreement. Specifically, the WOW Board requests the Council extend the commencement of rent obligations by 10 additional years, but staff is recommending it be extended five additional years with options to extend an additional three years and then two years for a total of 10 years.

WOW entered into an agreement with the City on August 2, 2006, to develop the "shell" space attached to the downtown Lodi Transit Station parking structure as an interactive science museum focused on children. WOW obtained a collection of exhibits through the Exploratorium and opened on March 6, 2009. Since that time, the museum has purchased and/or built many additional exhibits.

The WOW is preparing to construct tenant improvements valued at \$440,000 within the vacant space south of the museum. Ten years of rental cost certainty aids in attracting donors and investors to the project.

Given that WOW has invested \$550,000 in improvements and plans to invest an additional \$440,000 in improvements plus in-kind contributions to the City-owned facility, staff recommends the following:

- A) Extend the commencement of rent obligations by five additional years from February 2013 to February 2018 and authorize the City Manager to grant two extensions of three years and then two years of this rent forbearance based on the City Manager's sole discretion. The current agreement calls for rent in the amount of \$1,030 per month beginning February 2013; and,
- B) Freeze the indexing of rent increases for five years and then three and two additional years, if applicable. The rent is to increase annually by the Consumer Price Index or 2.5 percent, whatever is larger.

WOW has engaged in a very successful campaign to raise funds and provided infrastructure improvements to the City-owned facility. In 2012, over 4,500 school children have attended field trips at the WOW, 2,500 children have attended science-themed birthday parties, and more than 22,000 guests have visited the museum during public hours of operation. Staff recommends approval of the Fifth Amendment.

**FISCAL IMPACT:** All rent proceeds benefit the Transit Fund pursuant to the City's funding agreement with the Federal Transit Administration (FTA), thus this lease amendment is subject to approval by the FTA. The Transit Fund would

APPROVED: \_\_\_\_\_

Konradt Bartlam, City Manager

forego approximately \$12,360 in annual rent. However, the WOW Science Museum is a downtown attraction and potentially increases transit ridership and encourages more activity adjacent to the Lodi Transit Station. In addition, the City will have received over \$1,000,000 in improvements to its asset and the WOW retail store produces sales tax revenue.

**FUNDING AVAILABLE:** Not applicable.

---

F. Wally Sandelin  
Public Works Director

FWS/pmf  
Attachments

cc : Management Analyst  
Transportation Manager/Senior Traffic Engineer  
WOW President



March 12, 2013

City of Lodi  
Wally Sandelin  
Public Works Director  
PO Box 3006  
Lodi, CA 95241

Dear Mr. Sandelin,

The World of Wonders Science Museum is currently working on the development of a 2nd phase of building improvements to the south end of the parking structure. During this phase of construction the WOW Science Museum will be adding HVAC, office and lab space. The estimate building improvements will be approximately \$440,000. Upon the completion of these improvements the WOW Science Museum will have made Tenant improvements to the parking structure of over \$1million, all through the support of the local communities.

With this major of an investment in this site, the WOW Science Museum would like to request an extension of a rent free agreement from the City of Lodi for the next 10 years until February 1, 2023.

This agreement, valued at about \$140,000 would go a long way in supporting the ongoing operating costs of the science museum. This support will be offset by the site improvements the museum has made to the parking structure; an estimated net value to the City of Lodi of over a \$750,000.

The WOW opened its doors on March 6, 2009. In 2012, over 4,500 school children have attended field study trips at the museum. We have drawn students from as far away as Gustine, the foothills and up to Elk Grove. 2,500 children have attended the science-themed birthday parties. More than 22,000 guests have visited during our public hours of operation. The WOW has now become a destination for many out of town tourists and is a wonderful asset to the City of Lodi. What the museum brings to City of Lodi through new tourism also increases the value of the WOW investment in the parking structure and Lodi.

We appreciate the continued working relationship with the City of Lodi.

Sincerely,

A handwritten signature in blue ink that reads "Rich Mullenbach". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Rich Mullenbach  
Treasurer of the World of Wonders Science Museum

**President**  
Sally Snyder

**Vice President**  
Barbara den Hartog

**Treasurer**  
Rich Mullenbach

**Secretary**  
Anne Weisenberg

**Board of Directors:**  
Jay Bell  
Cheryl Campbell Bewley  
Corey N. Daniel  
Jerry Fry  
Carrie Martin  
Susan Ring  
Walt Wolterstorff

**Tax Identification**  
Number: 20-3075595  
501(c)(3)  
Non-Profit Corporation

THE MISSION OF THE WORLD OF WONDERS SCIENCE MUSEUM IS TO OFFER HANDS-ON  
SCIENCE-BASED EXHIBITS AND PROGRAMS TO STIMULATE *discovery* FOR ALL AGES.

**address: 2 North Sacramento Street, Lodi, CA 95240**

**website: [www.WOWScienceMuseum.org](http://www.WOWScienceMuseum.org) phone: 209.368.0WOW [0969] fax: 209.369.1290**



## FIFTH AMENDMENT TO LEASE AGREEMENT

### WORLD OF WONDERS SCIENCE MUSEUM

=====

THIS FIFTH AMENDMENT TO LEASE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation ("City"), and the World of Wonders Science Museum, a California Nonprofit Corporation (Tax ID No. 20-3075595) ("The WOW" or "Lessee") shall be as follows:

WHEREAS, the parties entered into a Lease Agreement dated February 1, 2007 to allow the construction of Tenant Improvements for and the operation of a Science Museum and Museum Store by The WOW in the Lodi Parking Structure space owned by the City and Council approved a FIRST AMENDMENT dated on December 19, 2007; a second Amendment dated February 4, 2009; a third Amendment dated November 10, 2010; and a fourth Amendment dated August 28, 2012; and

WHEREAS, the Lease Agreement as amended requires that the payment of rent commence by February 1, 2013;

WHEREAS, in recognition of WOW's efforts and expected successful fundraising campaign, the Parties wish to extend WOW's deadline for the rent commencement date.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Effect of Amendment.

Except as expressly modified herein all terms of the Lease Agreement shall remain in full force and effect.

2. Rent: Paragraph six of the Lease Agreement shall be amended to read:

No rent shall be required to be paid until February 1, 2018. The City Manager shall have the authority to grant two extensions of three years and then two years of this rent forbearance if in his or her sole discretion, economic conditions warrant the extension(s). Starting February 1, 2018, or as otherwise extended by the City Manager, the WOW shall pay rent in the amount of \$1,030.00 monthly (which is the equivalent of \$1.29 per square foot rent per month for the estimated 800 square foot Museum Store.) to City.

The WOW's monthly rental payment shall increase in each year of this Lease based upon the annual percentage change of The Consumers Price Index for All Urban Consumers (All Items), San Francisco-Oakland-San Jose Average, as published by The United States Department of Labor Statistics, for the month prior to the date the payment is due. Notwithstanding the foregoing, for any given year, The WOW's monthly rental payment shall increase by no less than 2.5%, and no more than 5.0%, per year.

3. FTA Approval: This lease amendment is subject to approval by the Federal Transit Administration.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first hereinabove mentioned.

CITY OF LODI,  
a municipal corporation

WORLD OF WONDERS SCIENCE MUSEUM,  
a California Nonprofit Corporation

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

By \_\_\_\_\_  
SALLY SNYDE, President

ATTEST:

\_\_\_\_\_  
RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney



RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO ENTER INTO FIFTH AMENDMENT TO  
WORLD OF WONDERS SCIENCE MUSEUM LEASE

=====

WHEREAS, the World of Wonders Science Museum entered into an agreement with the City on August 2, 2006, to develop the "shell" space attached to the downtown Lodi Transit Station parking structure as an interactive science museum focused on children; and

WHEREAS, the Board of Directors of the World of Wonders Science Museum has requested the City extend the commencement of rent obligations; and

WHEREAS, the World of Wonders Science Museum has invested \$550,000 in improvements and plans to invest an additional \$440,000 in improvements plus in-kind contributions to the City-owned facility, staff recommends the following:

- A) Extend the commencement of rent obligations by five additional years from February 2013 to February 2018 and authorize the City Manager to grant two extensions of three years and then two years of this rent forbearance based on the City Manager's sole discretion. The current agreement calls for rent in the amount of \$1,030 per month beginning February 2013; and,
- B) Freeze the indexing of rent increases for five years and then three and two additional years, if applicable. The rent is to increase annually by the Consumer Price Index or 2.5 percent, whatever is larger.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to enter into a Fifth Amendment to the World of Wonders Science Museum Lease as outlined above; and

BE IT FURTHER RESOLVED that this lease amendment is subject to approval by the Federal Transit Administration.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute Consent to Assignment of Professional Services Agreement with Cooper Compliance Corporation, Inc. of El Dorado Hills

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Electric Utility Director

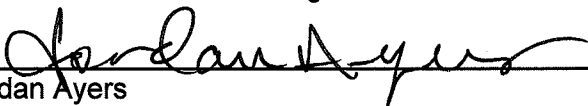
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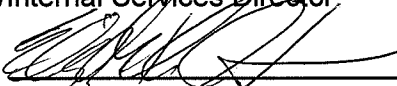
**RECOMMENDED ACTION:** Adopt a resolution authorizing the City Manager to execute a consent to assignment of professional services agreement with Cooper Compliance Corporation, Inc. of El Dorado Hills.

**BACKGROUND INFORMATION:** On June 6, 2012 the City Council adopted Resolution No. 2012-79 authorizing the City Manager to execute a Professional Services Agreement with GP Strategies Corporation for compliance services as required by the North American Electric Reliability Corporation. In March 2013, the Department was notified by GP Strategies Corporation that the staff performing this work would be forming a separate company to provide compliance services. Both GP Strategies Corporation and Cooper Compliance Corporation, Inc. have agreed to this Consent to Assignment.

**FISCAL IMPACT:** No additional funding is required.

**FUNDING:** Included in FY2012/13 Budget Account Number 160601.


  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Elizabeth Kirkley, Electric Utility Director

---

**APPROVED:**

  
Konrad Bartlam, City Manager

Consent to Assignment

Cooper Compliance Corporation, Inc.  
Professional Services Agreement

THIS CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Cooper Compliance Corporation, Inc. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, G.P. Strategies, Inc., and CITY entered into a Professional Services Agreement (Agreement) on June 18, 2012, as set forth in Exhibit 1 (attached).
2. WHEREAS, G.P. Strategies wishes to assign the Agreement to Cooper Compliance Corporation, Inc.; and
3. WHEREAS, CITY consents to said assignment;

NOW, THEREFORE, the City provides approval to GP Strategies to assign and agrees to and Cooper Compliance Corporation, Inc. accepts the assignment of the Agreement set forth in Exhibit 1. The insurance requirements shall be revised to match those set forth in Exhibit 2. All other terms remain as set forth in the Agreement as set forth in Exhibit 1.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on \_\_\_\_\_, 2013.

CITY OF LODI, a municipal corporation  
Hereinabove called "CITY"

Cooper Compliance Corporation, Inc.  
Hereinabove called "CONSULTANT"

\_\_\_\_\_  
KONDRADT BARTLAM  
City Manager

\_\_\_\_\_  
MARY JO COOPER  
President


Attest:

G.P. Strategies Corporation

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
JOSEPH NASAL  
Senior Vice President, GP Strategies

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

By: \_\_\_\_\_  


**AGREEMENT FOR PROFESSIONAL SERVICES****ARTICLE 1  
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on June 18, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and GP Strategies Corporation (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for the formulation of a partnership in the management of the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC) compliance program (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on June 18, 2012 and terminates upon the completion of the Scope of Services or on June 30, 2014, whichever occurs first.

## **ARTICLE 3**

### **COMPENSATION**

#### **Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

#### **Section 3.2 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

#### **Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

#### **Section 3.4 Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.



**ARTICLE 4**  
**MISCELLANEOUS PROVISIONS**

**Section 4.1 Nondiscrimination**

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

**Section 4.2 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

**Section 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Electric Utility Director

To CONTRACTOR:      GP Strategies Corporation  
                                     25 North Pointe Parkway  
                                     Amherst, New York 14228  
                                     Attn: Mary Jo Cooper

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR Is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.


**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

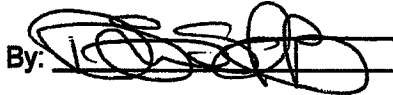
CITY OF LODI, a municipal corporation

ATTEST:


  
\_\_\_\_\_  
RANDI JOHL  
City Clerk

  
\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

By:   
\_\_\_\_\_

CONTRACTOR: GP Strategies Corp.

By:   
\_\_\_\_\_  
Name: JOSEPH NASAL  
Title: Senior Vice President, GP Strategies

Attachments:  
Exhibit A – Scope of Services  
Exhibit B – Fee Proposal  
Exhibit C – Insurance Requirements

Funding Source: 160601.7323  
(Business Unit & Account No.)

Doc ID:

CA:rev.01.2012



June 5, 2012  
GP-L-1138-12-013R5

Ms. Elizabeth Kirkley  
Lodi Electric Utility Director  
City of Lodi  
1331 South Ham  
Lodi, CA 95242

Via email:

Subject: Proposal to Provide Compliance Review Services for City of Lodi

Dear Ms. Kirkley:

On behalf of GP Strategies Corporation (GP Strategies), thank you for considering our NERC/WECC compliance management services. We are pleased to submit this proposal to assist City of Lodi Electric Utility Department (Lodi EUD) with identifying, responding to, and tracking requirements associated with the North American Electric Reliability Corporation (NERC) and Western Electricity Coordinating Council (WECC). We hope this letter provides you with the information you need to begin working with GP Strategies' team. We welcome any comments or suggestions you may have.

#### **Service Overview**

These services offered are to provide Lodi EUD NERC/WECC compliance administration services that incorporate a customized Microsoft SharePoint platform for continuous tracking and audit readiness. The services assist Lodi EUD stay abreast and respond to NERC and WECC regulatory requirements, monitor process activities to ensure compliance completeness, accuracy, and timeliness. We will manage and support other activities to prepare for self-certifications, and audits, and report status of Lodi EUDs NERC/WECC compliance program to the Lodi EUD executive team. The services offered are on-going as defined in the scope of work.

#### **Scope of Work**

Our approach involves providing ongoing services and support including access to a branded and individualized client site for compliance tracking. GP Strategies will support your compliance program by performing the following tasks:

1. Enhance, modify, and support the Lodi EUD SharePoint. The SharePoint solution is used to document the City's methodologies for complying with the standards and maintain evidence. Customized reporting forms have been developed to track and manage

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The information contained in this proposal is considered proprietary. It is furnished in confidence, with the understanding that it will not, without the permission of GP Strategies Corporation, be used or disclosed for other than evaluation purposes.

ongoing operational processes required as part of the compliance program. Support of the Lodi EUD SharePoint system to manage the compliance program includes:

- Providing five (5) licenses to access the Lodi EUD SharePoint portal as maintained by GP Strategies
  - Providing management of User Accounts at the direction of Lodi EUD Senior Management
  - Maintaining current list of applicable standards and requirements
  - Maintaining the repository of GP Strategy and Lodi's assessment and documentation on how Lodi EUD complies with the standards and requirements in the associated process. These include but are not limited to:
    - Sabotage recognition and reporting
    - Risk based assessment of critical assets
    - Bulk electric system disturbance identification and reporting
    - Facility interconnection requirements
    - Telecommunication and communication protocol
    - Energy emergency alert response
    - Capacity benefit margin
    - Long and short-term actual and forecast load assessment including demand side management products
    - Maintenance, testing, and monitoring of BES protection equipment
    - Under Frequency Load Shedding assessment and reporting
    - Protection System Misoperations
    - Relay settings documentation
    - Uniform line identifiers
  - Creating and maintaining association of standards and requirements with related processes for reporting purposes
  - Storing procedures prepared by GP Strategies and Lodi
  - Documenting and prioritizing risks
  - Monitoring controls
  - Developing compliance forms used to log Evidence of Compliance to applicable NERC Requirements for client as a Load Serving Entity (LSE) and Distribution Provider (DP)
  - Assisting with uploading evidence to the Lodi EUD SharePoint site
  - Developing workflows for reminders of compliance related deadlines
  - Tracking outstanding tasks logged on the SharePoint site for subject matter experts or process owners
2. Perform an assessment of all FERC approved NERC and WECC regulatory Standards compared to the City interconnection and Tariff agreements (NCPA, PG&E, and CAISO) to determine and document the applicability of the requirements. We will document the processes or methodologies, procedures, and equipment needed to comply with the requirements. We will provide the following services:
- A review of all existing materials for adequacy
  - Recommendations for improvement
  - Prepare procedures
  - Review evidence

- Obtain and review secondary evidence with the assistance of the City, identify where gaps exist and propose solutions to close gaps
- 3. Maintain current NERC compliance related procedures. These procedures include, but are not limited to:
  - Event Analysis (BES Disturbance, UFLS Event, Protection System Misoperation)
  - Facility Additions and Modifications
  - Model Data Submittals
  - NERC Alert Response
  - Protection System Maintenance
  - Risk Based Assessment Methodology
  - Sabotage Recognition and Reporting
- 4. Provide training programs for compliance related procedures and processes
  - Instructor-led training
  - GPiLEARN on-line compliance training
- 5. Support the Lodi EUD Internal Compliance Program (ICP) specific to NERC and WECC compliance standards and requirements by:
  - Prepare and submit quarterly status reports to Lodi EUD senior management that includes the:
    - Health of ICP
    - Status of any potential non-compliance activity
    - Status of mitigation plans for any non-compliance reports
    - Status on activities required to prepare for compliance with all new FERC approved standards
    - Summary and status of requests for standards authorization, new criteria, or rules that impact the City
  - Provide support for Standards, Compliance Application Notices, regional criterion development by either participation with development team or by providing comments and voting according to Lodi EUD direction
  - Provide summary notes from compliance group meetings and other industry forums to client
  - Develop communication materials to demonstrate a commitment to compliance
  - Coordinate the completion of the annual risk assessment
  - Perform annual internal audit and present the report of findings
  - One month prior to the WECC self-certification due date for each Standard, we will review compliance materials and issue a report of recommendations for Self-Certification to the Compliance Officer. The evidence of the review will be logged in preparation for a possible spot audit.
  - Complete WECC data reporting including but not limited to Self-Certification, Spot Audits, Off-Site and On-Site Audit materials. The audit preparation includes preparing all Reliability Standard Audit Worksheets (RSAWs) and evidence for spot audits, table top audits and on-sight audits. The evidence will be clearly identified in each document and electronically assemble in file folder structure for each requirement and sub-requirement of each Standard. The file folder will be provided to the process owner(s) for acceptance and senior management for



- certification. All auditor follow-up questions will be directed through GP Strategies to assure immediate and timely response.
- Review and monitor completion of mitigation plans for identified gaps, non-compliance, new Standards preparation, or relay Misoperations
  - Assist with interfacing with WECC, NERC, and FERC on compliance related issues
  - Assist with interfacing with PG&E, CAISO, NCPA, FBI and other entities to gather NERC and WECC Compliance related evidence
  - Assist with responding to NERC Alerts and NERC investigation requests.
  - Provide up to 24 man-hours of Non-Compliance management assistance. Requested assistance in excess of the 24 man-hours will be billed at our time and material rate of \$165/hr. (Note this service does not include legal support)
6. Perform annual review and update Internal Compliance Program (ICP) documents. The documents include but are not limited
- A description of the City's compliance management structure.
  - A description of the process for reporting and investigating potential violations.
  - A description of the City's mechanisms that allow for anonymity or confidentiality, whereby the City's employees and agents may report or seek guidance regarding potential or actual violations without fear of retaliation.
  - Overview awareness training to the City's governing authority, directors, management, and individual(s) who have been delegated with day-to-day operational responsibility for compliance to requirements.
  - A description of the City's program that prevents and detects violations including:
    - Training programs
    - Processes
    - Procedures
    - Controls
    - Self-audits
  - The City's incentives for its employees or agents to perform in accordance with the compliance program
  - The City's disciplinary measures for employees or agents engaging in violations and for failing to take reasonable steps to prevent or detect violations
  - Annual internal audit schedule for applicable regulatory standards
  - A description of City's process for self-certifying compliance to regulatory standards

#### **Lodi Responsibilities**

Although GP Strategies proposed work provides coverage of all aspects of the Lodi EUD NERC/WECC program, Lodi EUD will retain responsibility for certain functions and tasks. These include but are not limited to:

- Review and approval of the documented Internal Compliance Program (ICP)
- Oversight and Ownership of the ICP
- Review and approval of all procedures
- Review and approval of all forms

- Review, comment and approval of the annual Risk Assessment
- Review, comment and approval of program controls
- Log data using approved forms. For example sabotage incidents, event driven outages, maintenance, control room entry logs, etc.
- Provide data or studies as required by NERC, WECC or other entities. For example loads and resource forecast, historical usages, modeling of facilities, system studies, etc.
- Perform reliability related process. For example protection system maintenance, relay settings, submit timely data, report Misoperations, report BES Disturbances, etc.
- Compliance with all Standards and Requirements
- Attend compliance training
- Review, comment and approval of all audit materials
- Review, comment and acceptance of status reports, internal audit reports, mock audit reports, self-certification preparation report, etc.
- Provide determination on compliance and determination for self-reporting

#### **Project Costs**

GP Strategies proposes to perform the monthly service and support work associated with this program from June 18, 2012 through June 30, 2014, for the fixed price of \$54,577.

GP Strategies proposes the following billing milestones:

- |                                     |                   |
|-------------------------------------|-------------------|
| • June 18, 2012 – October 31, 2012  | \$1,100 per month |
| • November 01, 2012 – June 30, 2014 | \$2,583 per month |

In addition to the labor outlined above, any travel expenses requested by Lodi EUD of distances beyond 200 miles from City of Lodi will be billed at cost, plus a 15% administrative fee. GP Strategies anticipates 5 onsite visits per year. GP Strategies will request official approval for increase in project funding prior to incurring travel costs. GP Strategies will bill Lodi EUD monthly for any travel and living costs incurred.

Lodi EUD Purchase Order should reference this proposal number (GP-L-1138-12-013), and be forwarded to:

Ms. Helen Kelly  
General Physics Corporation  
6095 Marshalee Drive, Suite 300  
Elkridge, MD 21075  
Fax: 410-540-5304  
Email: [hkelly@gpstrategies.com](mailto:hkelly@gpstrategies.com)

Our billing terms are net 30 days, and this proposal will be valid through June 30, 2012.

### **Summary**

GP Strategies is uniquely qualified to provide this service to Lodi EUD. Mary Jo Cooper, our Director of NERC Compliance Services, has 5 years of experience working with clients just like Lodi EUD in support of their federal and regional regulatory standards and requirements. GP Strategies can provide Lodi EUD with the tools, knowledge and skills necessary to respond to the regulatory requirements applicable to your unique organization.

Thank you for the interest in GP Strategies NERC/WECC compliance administration services. We will follow up with you to ensure this proposal meets your needs and answer any questions you may have. In the meantime, please feel free to contact me at 916-833-3369 or [mjcooper@gpstrategies.com](mailto:mjcooper@gpstrategies.com) if you have any immediate questions.

Sincerely,

Mary Jo Cooper  
Director, T&D Services  
Energy Services

MJC/hk

cc    B Neff (GP Strategies)  
      M Brown (GP Strategies)  
      W Green (GP Strategies)

## EXHIBIT C



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |  |   |
|--|---|
| 1. <b><u>COMPREHENSIVE GENERAL LIABILITY</u></b>                             | 2. <b><u>COMPREHENSIVE AUTOMOBILE LIABILITY</u></b> |
| \$1,000,000 Ea. Occurrence   | \$1,000,000 Bodily Injury - Ea. Person              |
|  | \$1,000,000 Bodily Injury - Ea. Occurrence          |
| \$2,000,000 Aggregate  | \$1,000,000 Property Damage - Ea. Occurrence        |
| 3. <b><u>PROFESSIONAL ERRORS AND OMISSIONS</u></b>                           |   |
| Not less than \$1,000,000 per Claim. Certificate of insurance only required. |   |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**  
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
05/22/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Maryland, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	<b>PHONE (A/C NO. EXT):</b> 877-945-7378	<b>FAX (A/C NO.):</b> 888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> GP Strategies Corporation 6095 Marshalee Drive Suite 300 Elkridge, MD 21075	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
	INSURER A: Great Northern Insurance Company		20303-100
	INSURER B: Liberty Insurance Underwriters Inc		19917-200
	INSURER C: Vigilant Insurance Company		20397-100
	INSURER D: Lloyd's, Underwriters at, London,		15792-200
<b>INSURER E:</b>			
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 17917977

REVISION NUMBER: See Remarks

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	35914035	4/4/2012	4/4/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	73556608	4/4/2012	4/4/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMBNY1988744	4/4/2012	4/4/2013	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71741258	4/4/2012	4/4/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		B080113374P11	10/27/2011	4/4/2013	\$5,000,000 Each Claim Limit \$5,000,000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 5/22/2012 WITH ID: 17917937

Project: NERC Regulatory Compliance.

The General Liability policy includes a Severability of Interest Clause.

City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers are included as Additional Insureds as respects to General Liability and Auto Liability.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lodi its elected and appointed Boards Commissions, Officers, Agents, Employees and Volunteers 221 West Pine Street Lodi, CA 95241-1910	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Pamela E. Tyson

Coll:3739849 Tpl:1429506 Cert:17917977 ©1988-2010 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY <b>Willis of Maryland, Inc.</b>		NAMED INSURED <b>GP Strategies Corporation 6095 Marshalee Drive Suite 300 Elkridge, MD 21075</b>
POLICY NUMBER <b>See First Page</b>		
CARRIER <b>See First Page</b>	NAIC CODE	EFFECTIVE DATE: <b>See First Page</b>

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

**General Liability and Auto Liability policies shall be Primary and Non-Contributory to any other insurance in force for or which may be purchased by Additional Insured.**

## INSURER CANCELLATION TERMS

<b>NAMED INSURED</b>  GP Strategies Corporation	<b>POLICY NO.</b>  35914035, 73556608, 71741258, UMBNY1988744  <b>EFFECTIVE DATE</b> SEE PAGE 1
---	---

**Holder Name:** City of Lodi

**Project:** NERC Regulatory Compliance

**Cancellation Terms:**

Should any of the above described policies be cancelled before the expiration date thereof, the insurer will send 30 days notice of cancellation to the Certificate Holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**Cancellation Terms Apply to the Following Coverages:**

General Liability, Auto Liability, Umbrella Liability and Workers Compensation.



## EXHIBIT 2

**Insurance Requirements for Consultant** The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Ea. Occurrence  
\$2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

Proof of coverage with limits not less than \$1,000,000 combined single limit

3. **PROFESSIONAL ERRORS AND OMISSIONS**

Not less than \$3,000,000 per Claim.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) **Additional Named Insured Endorsement**

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) **Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation is required for Workers' Compensation insurance.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.



RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES  
AGREEMENT WITH COOPER COMPLIANCE CORPORATION,  
INC. OF EL DORADO HILLS AND AUTHORIZING EXECUTION  
BY THE CITY MANAGER

=====

WHEREAS, GP Strategies, Inc. of Amherst, New York, and the City of Lodi (City) entered into a Professional Services Agreement (Agreement) on June 18, 2012, as set forth in Exhibit 1 (attached); and

WHEREAS, GP Strategies wishes to assign the Agreement to Cooper Compliance Corporation, Inc. of El Dorado Hills; and

WHEREAS, the City consents to said assignment; and

WHEREAS, the City provides approval to GP Strategies to assign and agrees to and Cooper Compliance Corporation, Inc. accepts the assignment of the Agreement set forth in Exhibit 1, and all other terms remain as set forth in the Agreement as set forth in Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Consent to Assignment of Professional Services Agreement with Cooper Compliance Corporation, Inc. of El Dorado Hills as attached hereto and made a part of this Resolution and authorizing execution by the City Manager with administration by the Electric Utility Director.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 30 Miles-Per-Hour Speed Limit on Church Street from Lockeford Street to Turner Road

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution amending Traffic Resolution No. 97-148 by approving a 30 miles-per-hour speed limit on Church Street from Lockeford Street to Turner Road.

**BACKGROUND INFORMATION:** Staff recently reviewed Engineering and Traffic Surveys (ETS) on the following 12 streets: Beckman Road, Brandywine Drive, California Street, Central Avenue, Cherokee Lane, Church Street, Elm Street, Harney Lane, Hutchins Street, Lodi Avenue, Pine Street and Tokay Street. Based on the State-mandated requirements, staff is recommending decreasing the existing speed limit from 35 to 30 mph on Church Street from Lockeford Street to Turner Road. No changes are recommended on the other streets.

The ETS include three primary factors when establishing posted speed limits: prevailing speeds, accident rates, and unexpected conditions. Other characteristics, such as residential density, pedestrian and bicycle safety, and roadway design speed, are also considered.

The Police Department staff concurs with staff's recommendations. As shown in the attached Church Street ETS, the recommended posted speed limit is based on the prevailing speeds (85<sup>th</sup> percentile speeds) and accident rate similar to the Citywide average rate. All the updated ETS are on file at the Public Works Department.

**FISCAL IMPACT:** Normal maintenance only.

**FUNDING AVAILABLE:** Funding for the sign and legend installation/removal is from the Street Maintenance Account (3215031), totaling approximately \$800.

\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

Attachments

cc: City Attorney  
Police Chief  
Police Lt. Jacobsen  
Deputy Public Works Director/City Engineer  
Utility Superintendent

**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

SPEED ZONE REPORT - Church Street

- **REFERENCE** - Speed zone surveys are performed in the City of Lodi following the Federal Highway Administration MUTCD and MUTCD California Supplement in accordance with Section 40802 (b) of the California Vehicle Code.
- **STUDY CRITERIA** - Important factors to consider in determining the speed limit which is most appropriate to facilitate the orderly movement of traffic and that is reasonably safe are:

Prevailing Speeds (85th Percentile Speeds) - Reasonable speed limits conform to the actual behavior of the majority of motorists, and by measuring motorists' speeds, one will be able to select a speed limit that is both reasonable and effective. Speed limits should normally be established at the nearest five mile per hour (mph) increment to the 85th percentile speed. However, in matching existing conditions with the traffic safety needs of the community, engineering judgment may indicate the need for a further reduction of five mph.

Accidents - Accident records for two recent years were considered in determining the speed zones. Accidents on segments of roadways are classified by their accident rate. Accident rates are determined by the number of accidents occurring within a segment of roadway and the traffic volume within that segment. Accident rates are shown in accidents per million vehicle miles (ACC/MVM). The average Citywide accident rate is 3.0 ACC/MVM.

Unexpected Conditions – Highway, traffic, and roadside conditions not readily apparent to the driver were considered. When roadside development results in traffic conflicts and unusual conditions which are not readily apparent to drivers, speed limits below the 85th percentile may be justified.

Other Factors - The following factors were considered: residential density, pedestrian and bicycle safety, roadway design speed, safe stopping sight distance, superelevation, shoulder conditions, profile condition, intersection spacing and offsets, commercial driveway characteristics and pedestrian traffic in the roadway without sidewalks.

- **STUDY RESULTS**  
Twelve radar surveys were performed and the 85th percentile speeds ranged from 30 to 40 mph as shown below:

<u>Street Segment</u>	<u>Northbound</u>	<u>Southbound</u>
Century Boulevard to Kettleman Lane	39 mph	39 mph
Kettleman Lane to Tokay Street	38-40 mph	39 mph
Tokay Street to Lodi Avenue	40 mph	40 mph
Lodi Avenue to Lockeford Street	30 mph	31 mph
Lockeford Street to Turner Road	33 mph	34 mph

Century Boulevard to Kettleman Lane

The 85th percentile speed on this segment is 39 mph. The 50th percentile speeds are 35 and 36 mph. The accident rate of 5.3 on this segment is higher than the Citywide average and lower than the 8.2 rate from the 2006 survey. Based on the 85th percentile speed, high accident rate and residential density, we recommend retaining the 35 mph speed limit in this segment.

#### Kettleman Lane to Tokay Street

The 85th percentile speeds on this segment range from 38 to 40 mph. The 50th percentile speeds range from 33 to 36 mph. The accident rate of 1.9 on this segment is lower than the Citywide average and lower than the 7.1 rate from the 2006 survey. Based solely on the 85th percentile speeds, the speed limit could be set at 35 or 40 mph; however, due to the lower accident rate and residential density, we recommend retaining the 35 mph speed limit in this segment.

#### Tokay Street to Lodi Avenue

The 85th percentile speed on this segment is 40 mph. The 50th percentile speed is 35 mph. The accident rate of 2.6 on this segment is lower than the Citywide average and the 4.3 rate from the 2006 survey. Based solely on the 85th percentile speeds, the speed limit could be set at 40 mph; however, due to the lower accident rate at the current speed limit and residential density, we recommend retaining the 35 mph speed limit in this segment.

#### Lodi Avenue to Lockeford Street

This portion of Church Street is comprised of five short segments that have been reviewed together given the similarities in speeds and traffic volumes. The only segment long enough to provide an accurate survey is the segment between Elm Street and Lockeford Street. The 85th percentile speeds on this segment is 30 and 31 mph. The 50th percentile speeds are 26 and 28 mph. Four of the five segments are one block long with each intersection controlled by traffic signals. The fifth and longest segment, between Elm Street and Lockeford Street, is two blocks long and includes the uncontrolled intersection at Locust Street. The accident rate in the four one-block segments range from 0.0 to 7.5, with the two-block segment rate at 9.3. The higher rate in this block is due to accidents occurring at Locust Street. The intersection review indicated the primary factor and cause of the collisions involved motorists failing to yield to other vehicles. Based on the 85<sup>th</sup> percentile speed and accident rate, we recommend retaining the 30 mph speed limit in these segments.

#### Lockeford Street to Turner Road

The 85th percentile speeds on this segment are 33 and 34 mph. The 50th percentile speeds are 29 and 30 mph. The accident rate of 3.0 on this segment is at the Citywide average and lower than the 4.6 rate from the 2006 survey. Based solely on the 85<sup>th</sup> percentile speed, the speed limit could be set at 30 mph. Due to the prevailing speed and average accident rate, we recommend reducing the speed limit to 30 mph in this segment.

#### ◦ CONCLUSION

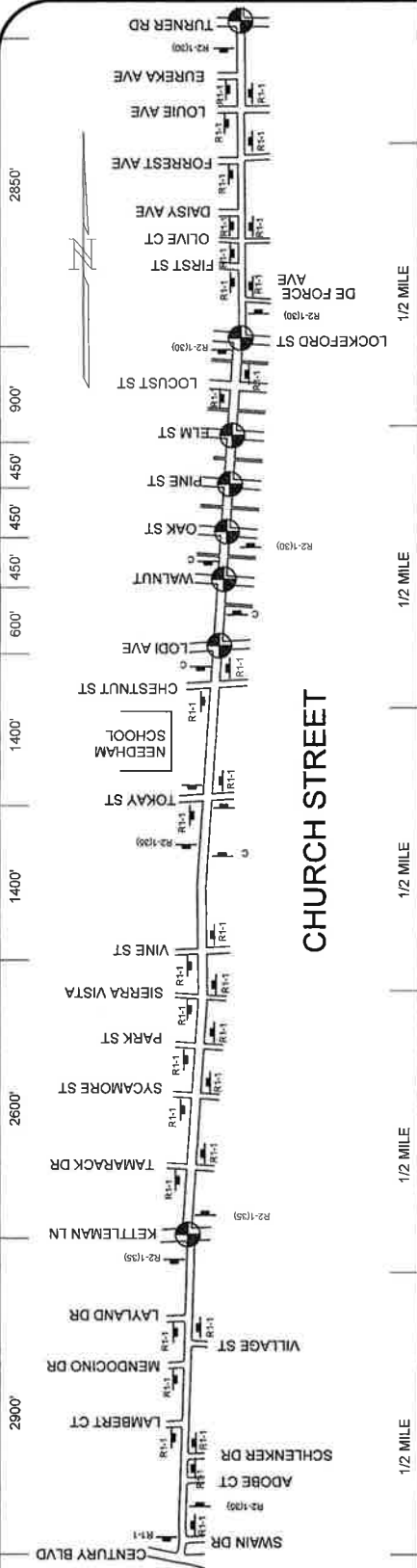
The recommended speed limits are shown below:

<u>SEGMENT</u>	<u>POSTED SPEED LIMIT</u>
Century Boulevard to Kettleman Lane	35 mph (no change)
Kettleman Lane to Tokay Street	35 mph (no change)
Tokay Street to Lodi Avenue	35 mph (no change)
Lodi Avenue to Lockeford Street	30 mph (no change)
Lockeford Street to Turner Road	30 mph (from 35 mph)

Paula Fernandez  
Transportation Manager/Sr. TE

ENGINEERING  
AND TRAFFIC SURVEY

SEE NARRATIVE FOR  
BACKGROUND INFORMATION



SPEED TABLE									
ROADWAY WIDTH									
NO. OF LANES									
MEDIAN (TYPE)									
NONE									
TRAFFIC SIGNAL DATA									
AVERAGE DAILY TRAFFIC									
OBS. SPEED-CRITICAL, 85th%									
NB	39	5,150	6,790	(6,840)	6,880	7,980	8,730	4,300	60ACT
SB	39		39		38	40		33	
NB	30-40 (74)		32-42 (67)		27-37 (73)	31-41 (69)		31	
SB	31-41 (73)		31-41 (74)		29-39 (73)	31-41 (73)		25-35 (73)	
NB	35		36		33	35		29	
SB	36		35		35	35		30	
EXISTING SPEED ZONE									
PROPOSED SPEED ZONE									
SPEED GRAPH									
<p>LEGEND:</p> <p>— SIGN LOCATION</p> <p>— STOP SIGN</p> <p>R1-1 SPEED LIMIT SIGN (MPH)</p> <p>R2-1(1) YIELD SIGN</p> <p>R1-2</p> <p>C ASSEMBLY C</p> <p>W1-X SCHOOL (25 MPH SIGN)</p> <p>W13-1(1) CURVE WARNING SIGN</p> <p>— CURVE ADVISORY SPEED</p> <p>— TRAFFIC SIGNAL</p> <p>— CITY LIMIT</p> <p>— CRITICAL SPEED</p> <p>— LOWER LIMIT OF FACE</p>									
<p>ACCIDENT PLOT YR: 2011</p> <p>YR: 2012</p> <p>ACCIDENT RATE-ACC/MILL. VEH.-MI.</p>									

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AMENDING TRAFFIC RESOLUTION NO. 97-148 BY  
APPROVING A 30 MILES-PER-HOUR SPEED LIMIT ON  
CHURCH STREET FROM LOCKEFORD STREET TO  
TURNER ROAD

=====

WHEREAS, staff has recently updated Engineering and Traffic Surveys on Church Street; and

WHEREAS, staff recommends the speed limit be reduced from 35 miles per hour to 30 miles per hour between Lockeford Street and Turner Road.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the speed limit reduction from 35 miles per hour to 30 miles per hour on Church Street between Lockeford Street and Turner Road; and

BE IT FURTHER RESOLVED that the City of Lodi Traffic Resolution No. 97-148, Section 7, "Speed Limits," is hereby amended by reducing the speed limit on Church Street between Lockeford Street and Turner Road from 35 miles per hour to 30 miles per hour.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt a Resolution Approving the Revised Boundaries of the Targeted Employment Area (TEA) for the San Joaquin County Enterprise Zone

**MEETING DATE:** April 17, 2013

**PREPARED BY:** City Manager

---

**RECOMMENDED ACTION:** Adopt a Resolution Approving the Revised Boundaries of the Targeted Employment Area (TEA) for the San Joaquin County Enterprise Zone.

**BACKGROUND INFORMATION:** On January 31, 2008, Governor Arnold Schwarzenegger announced the conditional designation of eight enterprise zones statewide, including San Joaquin County. The California Enterprise Zone Program targets economically distressed areas using special state and local incentives to promote business investment and job creation. By encouraging entrepreneurship and employer growth, the program strives to create and sustain economic expansion in California communities. The designation became effective June 23, 2008 and is in effect for 15 years.

A primary goal of a state-designated Enterprise Zone is to provide employment opportunities for residents of these distressed areas. The State of California encourages businesses to hire local workers by offering the Employee Hiring Tax Credit for Enterprise Zone employers. As an incentive, businesses can receive a state tax credit of \$37,440, or more, per eligible employee over a five-year period. To be eligible as an employee, the individual must be certified eligible for the Workforce Investment Act or CalWorks program; a disabled individual; a Native American; a displaced worker; an economically disadvantaged person 14 years of age or older; eligible for public assistance; ex-offenders and/or a resident of a TEA.

A TEA is an area composed of census tracts with at least 51 percent of its residents at low or moderate income levels. The purpose of a TEA is to encourage businesses within the Enterprise Zone to hire eligible residents of a qualified geographical area that are most in need of employment.

In 2008, staff identified a list of the census tracts that qualify with at least 51 percent of their residents in the low to moderate income levels. These census tracts comprise the existing TEA for the San Joaquin County Enterprise Zone. The residents of the TEA automatically qualify for an Enterprise Zone Hiring Tax Credit voucher. The Cities, San Joaquin County and the State approved the current San Joaquin County TEA.

State regulations compel each Enterprise Zone to update the boundaries of its TEA within 180 days of new United States census data becoming available. The State provided each Zone with a list of eligible census tracts in January 2013. All municipal partners, which include the City of Lodi in the San Joaquin County Enterprise Zone and the State Housing and Community Development Department, must approve the new boundaries of the TEA before it becomes effective.

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

During the last reporting period, fiscal years 2010 to 2012, San Joaquin County employers received 20,092 tax credit vouchers for hiring new Enterprise Zone-qualified employees. Nearly 90 percent of the Enterprise Zone qualified employees were from the TEA category. The TEA is an important category for local businesses to use when hiring new employees.

Staff recommends adoption of this resolution approving the revised boundaries of the TEA for the San Joaquin County Enterprise Zone. The list of census tracts is attached for your review. This approval is in concurrence with the Cities of Stockton, Lathrop, Manteca, Tracy, Ripon, and Escalon.

**FISCAL IMPACT:** There is no direct fiscal impact to the City of Lodi. Maintaining the San Joaquin County TEA provides significant tax incentives for businesses to hire County residents. As an incentive, businesses can receive a state tax credit of \$37,440, or more, per eligible employee over a five-year period. Based on the historical use of this category and the 15-year designation, business incentives may reach hundreds of millions in tax credits over the life of the Zone.

---

Rob Lechner  
Business Development Manager

Attachment



Attachment "A"  
San Joaquin County Enterprise Zone  
Qualifying TEA Tracts

1	3	4.01	4.02	5	6	7	8.01	9	10
11.01	11.02	13	14	15	16	17	18	19	20
21	22.01	22.02	23	24.01	24.02	25.03	25.04	27.01	27.02
28	31.08	31.09	31.10	31.11	31.12	31.13	32.15	32.17	33.05
33.06	33.07	33.08	33.10	33.11	33.12	33.13	34.03	34.04	34.05
34.06	34.07	34.09	34.10	36.02	37	38.03	39	40.01	41.02
41.06	42.01	42.03	42.04	43.02	43.07	43.08	44.02	44.03	44.04
45.01	45.02	46	47.01	49.02	50.01	51.08	51.09	51.23	51.24
51.26	51.29	51.3	51.31	51.32	53.02	53.03	54.05	54.06	55.01

\* Portion Tracts indicated with asterisk

Data Published December 2012

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING  
THE REVISED TARGETED EMPLOYMENT AREA FOR THE  
SAN JOAQUIN COUNTY ENTERPRISE ZONE

=====

WHEREAS, the cities of Stockton, Tracy, Lathrop, Manteca, Lodi, Ripon, and Escalon, and the County of San Joaquin have worked cooperatively in marketing and managing the San Joaquin County Enterprise Zone that was established on June 22, 2008; and

WHEREAS; the statutes governing the Enterprise Zone Program require that each zone update its Targeted Employment Area (TEA) within 180 days of new census data becoming available, and the Department of Housing and Community Development (HCD) has determined that the census data necessary to update TEAs, in accordance with the relative statutes, will be the United States Census Bureau's *American Community Survey Five Year Averages*; and

WHEREAS, the HCD has compiled a spreadsheet of all qualifying census tracts, by county, within the State of California using data from the *American Community Survey Five Year Averages*, Attachment A; and

WHEREAS, the County of San Joaquin will submit a written request, as required, to the California Department of Housing and Community Development to have its Targeted Employment Area updated and approved.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby adopt this Resolution approving the revised Targeted Employment Area for the San Joaquin County Enterprise Zone.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



## CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Setting \$50 Fee for Lodi Lake Park Annual Vehicle Pass, a \$30 Partial-Year Fee, and Eliminating Punch Pass Discount Card

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Parks, Recreation and Cultural Services Director

---

**RECOMMENDED ACTION:** Adopt resolution setting \$50 fee for Lodi Lake Park annual vehicle pass, a \$30 partial-year fee, and eliminating punch pass discount card.

**BACKGROUND INFORMATION:** The City charges a vehicle entry fee to Lodi Lake Park of \$4 for residents (\$2 senior residents) and \$5 for nonresidents (\$3 senior nonresidents). Currently, the fee is only collected when the entry gate is staffed, but the Parks, Recreation and Cultural Services Department is taking steps to collect the fee with the installation of a self-serve pay station near the entrance.

Frequent park users may prefer the convenience and cost-savings of an annual pass, rather than depositing cash or a check into an envelope and into the pay station when the entry gate is not staffed. The Recreation Commission discussed the concept of an annual pass at its March 5, 2013, and voted 4-0 on April 2, 2013 to recommend the City Council adopt the \$50 annual vehicle fee.

The annual pass would be good for a calendar year. The entry fee does not include the boat launch fee, which must be paid separately.

The Recreation Commission also recommended, by a 4-0 vote to reduce the price of the pass on August 1, 2013 to \$30 for the remainder of the calendar year, and that the Department director have the discretion to determine the effective date of a \$30 partial-year discount in 2014 and beyond.

In addition, the Recreation Commission recommended by a 4-0 vote the elimination of the punch-pass discount card. The card offers 20 visits for \$40 (\$60 for nonresidents). Only about 40 of these passes are purchased each year, and the punch cards are not compatible with a self-service pay station.

Although adopting the resolution sets a new annual vehicle entry fee, it does not increase any existing fees. The City has charged for parking at Lodi Lake Park since 1976. Visitors also have the option of parking for free on city streets and walking into the park at no charge.

**FISCAL IMPACT:** The annual pass program, coupled with enforcement by the park police officer program, is expected to increase revenue for the Department. Amount is unknown. Printing costs will be less than \$500.

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager

**FUNDING AVAILABLE:**     PRCS account 347218.7301

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Jordan Ayers, Deputy City Manager

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Jeff Hood  
Parks, Recreation and Cultural Services Director

RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL SETTING \$50  
FEE FOR LODI LAKE PARK ANNUAL VEHICLE PASS AND  
ELIMINATING PUNCH PASS DISCOUNT CARD

=====

WHEREAS, the City charges a vehicle entry fee to Lodi Lake Park of \$4 for residents (\$2 senior residents) and \$5 for nonresidents (\$3 senior nonresidents); and

WHEREAS, currently, the fee is only collected when the entry gate is staffed, but the Parks, Recreation and Cultural Services Department is taking steps to collect the fee with the installation of a self-serve pay station near the entrance; and

WHEREAS, frequent park users may prefer the convenience and cost-savings of an annual pass, rather than depositing cash or a check into an envelope and into the pay station when the entry date is not staffed; and

WHEREAS, the Recreation Commission voted 4-0 on April 2, 2013, to recommend the City Council adopt the \$50 annual vehicle fee; and

WHEREAS, the Recreation Commission also voted 4-0 on April 2, 2013, to recommend the City Council set a partial-year vehicle entrance fee of \$30 effective August 1, 2013, for the remainder of 2013, with the effective date of the partial-year discount set at the Department Director's discretion in future years; and

WHEREAS, the Recreation Commission also voted 4-0 on April 2, 2013, to recommend the City Council eliminate the punch-pass discount card, as only about 40 of these passes are purchased each year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the \$50 Lodi Lake Park annual vehicle pass fee, and a \$30 partial-year fee effective August 1, 2013, and further authorizes the Parks, Recreation & Cultural Services Director to set the partial-year discount in future years; and further approves the elimination of the punch pass discount card.

Dated: April 17, 2013

=====

I hereby certify that Resolution No. 2013-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL  
City Clerk

2013-\_\_\_\_\_



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Receive Report on Resolution of Public Works Emergency Requiring the Immediate Repair of Blakely Pool Circulation System

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Parks, Recreation and Cultural Services Director

---

**RECOMMENDED ACTION:** Receive report on resolution of the Public Works Emergency requiring the immediate repair of the Blakely Pool circulation system.

**BACKGROUND INFORMATION:** On April 3, 2013, the City Council made a finding that a public works emergency existed at the south pool at the Blakely Park pool complex, due to a massive leak (8,000 gallons per day) suspected in the circulation system. The council authorized the City Manager to execute a contract with Paragon Pools in an amount not to exceed \$20,000 and begin repair work as soon as possible.

Staff will provide the City Council a report on work performed to date. If the repair is not completed, the City Council will be asked to again declare the Public Works Emergency exists (Public Contract Code sections 20168 and 22050). A four-fifths vote will be required to permit the immediate expenditure of public money to safeguard life, health or property, and that the emergency will not permit a delay caused by bidding.

**FISCAL IMPACT:** Will be reported to City Council at the meeting.

**FUNDING AVAILABLE:** Will be reported to City Council at the meeting.

---

Jeff Hood  
Parks, Recreation and Cultural Services Director

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APPROVED: \_\_\_\_\_  
Konradt Bartlam, City Manager



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Set Public Hearing for May 1, 2013, to Consider the Lodi Industrial Equipment Pilot Charging Rate

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Electric Utility Director

**RECOMMENDED ACTION:** Set a Public Hearing for May 1, 2013, to consider the Lodi Industrial Equipment Pilot Charging Rate.

**BACKGROUND INFORMATION:** Staff is recommending the creation and implementation of the Lodi Industrial Equipment Pilot Charging Rate. This rate would be provided to large commercial and industrial customers that own, operate and store electric, battery rechargeable industrial equipment at their Lodi properties. Such equipment is defined as any piece of industrial equipment such as, but not limited to, forklifts, telescopic forklifts, forklifts with drum handlers, pivoting jib boom cranes, transfer carts and forklift stackers that operate on a minimum 12 volt rechargeable battery. This new rate is proposed to serve as a business development tool, while helping to reduce peak hour charging.

The proposed rate is \$0.10427/kilowatt hour, and this rate is offered from 10 p.m. to 6 a.m., Monday through Friday, and 24 hours on weekends and national holidays. In the event a customer opts to charge such industrial equipment between 6 a.m. and 10 p.m., the electric rate charged will be \$0.3300/kilowatt hour. The customer will be required to install a separate electric meter to be eligible for this industrial equipment charging rate. The proposed "Schedule IE" is attached for reference.

In the electric utility industry, concerns are mounting over the impacts of rechargeable battery-operated equipment and electric vehicles on local electric distribution systems. The concern stems from the potential of customers over-loading certain electric transformers by charging said devices during peak energy usage times. By providing a rate incentive for off-peak recharging, the utility will potentially experience less stress on the distribution system during times when energy is in its greatest demand.

This new rate would be offered as a pilot from July 1, 2013 to June 30, 2015.

**FISCAL IMPACT:** The magnitude of the financial impact for the proposed Lodi Industrial Equipment Pilot Charging Rate will be dependent upon the total number of participants.

**FUNDING:** Not applicable.

  
Elizabeth A. Kirkley  
Electric Utility Director

**PREPARED BY:** Rob Lechner, Business Development Manager  
EAK/RSL/1st

**APPROVED:**   
Konradt Bartlam, City Manager



# CITY OF LODI

## ELECTRIC UTILITY DEPARTMENT

### SCHEDULE IE

#### INDUSTRIAL EQUIPMENT CHARGING SERVICE

#### **APPLICABILITY:**

This schedule is applicable to all single-phase or three-phase commercial and industrial customers separately metered by the City of Lodi. This schedule shall only be available to customers who purchase and install a separate electric meter dedicated to charging rechargeable battery industrial equipment ("IE Meter").

The minimum charge is \$5.00. Between the hours of 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends) the charge for a meter dedicated exclusively to charging rechargeable battery industrial equipment shall be a flat rate of \$0.10427/kWh plus the ECA set forth in Section 13.20.175 of this Code ("ECA"). At all other times, the charge shall be a flat rate of \$0.33000/kWh plus the ECA.

This Schedule IE may not be combined with any other electric rate or rate discount on the IE meter and all surcharges, including, but not limited to the California Energy Commission fee, solar surcharge, public benefits charge, state energy tax, and other assessments or charges after the date of this rate schedule shall be in addition to this rate schedule.

The Rate Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after July 1, 2013 and said utility rate discounts shall expire on June 30, 2015.

#### **RATES:**

Minimum Charge .....\$5.00

IE Charging period (per kWh)	\$0.10427
Non-IE Charging period (per kWh)	\$0.33000

#### **ENERGY COST AJUSTMENT (ECA):**

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

#### **BILLING CYCLE CHARGE (MONTHLY BILL):**

The billing cycle charge is the higher of the sum of the Minimum Charge and the ECA or the sum of the Energy Charge and the ECA.



# **CITY OF LODI**

## **ELECTRIC UTILITY DEPARTMENT**

### **SCHEDULE IE**

#### **INDUSTRIAL EQUIPMENT CHARGING SERVICE**

#### **DEFINITION OF TIME PERIODS:**

Times of the day are defined as follows:

IE Charging period: 10:00 p.m. to 6:00 a.m. Monday through Friday (including City observed holidays and weekends)

Non-IE Charging period: 6:00 a.m. to 10:00 p.m. Monday through Friday (excluding City observed holidays)



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Set a Public Hearing for May 1, 2013, to approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program

**MEETING DATE:** April 17, 2013

**PREPARED BY:** Community Development Department

---

**RECOMMENDED ACTION:** Set a public hearing for May 1, 2013 to approve the Final 2013/14 Annual Action Plan for the Community Development Block Grant Program.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The Action Plan is the annual implementing document for the 2009-14 Consolidated Plan and provides a detailed description of each activity proposed for the fiscal year. It also contains the City's CDBG budget and goals for the fiscal year.

The Draft 2013/14 Annual Action Plan was reviewed and approved by the City Council on March 20, 2013. The 30-day Public Review and Comment period began April 1<sup>st</sup> and will conclude at the May 1<sup>st</sup> Public Hearing. Any public comments that were received during that 30-day period, and any supplemental information required for the Action Plan document will be provided at the May 1<sup>st</sup> Public Hearing.

The adopted Action Plan document must be submitted to HUD no later than May 15, 2013 in order to receive funding beginning July 1, 2013.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Konradt Bartlam  
Community Development Director

KB/jw

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager

**Comments by the public on non-agenda items**

**THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.**

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

**Comments by the City Council Members on non-agenda items**



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Public Hearing to Consider Introducing an Ordinance Amending Lodi Municipal Code Chapter 12.06 by Rescinding Ordinance No. 1654 in its Entirety to Disestablish the Downtown Lodi Business Improvement District Area No. 1, Thereby Discontinuing the Levy of Special Business Tax Therein

**MEETING DATE:** April 17, 2013

**PREPARED BY:** City Attorney's Office

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**RECOMMENDED ACTION:** Public hearing to consider introducing an ordinance amending Lodi Municipal Code Chapter 12.06 by rescinding Ordinance No. 1654 in its entirety to disestablish the Downtown Lodi Business Improvement District Area No. 1, thereby discontinuing the levy of special business tax therein.

**BACKGROUND INFORMATION:** The Downtown Lodi Business Improvement District Area No. 1 was formed with the adoption of Ordinance 1654 on December 17, 1997. The Downtown Lodi Business Partnership (DLBP) Board of Directors has requested that the City Council disestablish the Downtown Lodi Business Improvement Area No. 1.

On March 20, 2013, the Council adopted Resolution No. 2013-43, attached hereto as Exhibit A, declaring its intention to disestablish the Downtown Lodi Business Improvement District Area No. 1, thus discontinuing the levy of assessments on businesses therein, and setting the public hearing for April 17, 2013.

If there are no written and oral protests by a majority of those who pay business license taxes within the Downtown Lodi Business Improvement District Area No. 1, staff recommends that the City Council introduce the ordinance to disestablish the District and rescind Ordinance No. 1654.

Staff recommends that at the conclusion of the hearing held pursuant to Streets and Highways Code Section 36550 et seq., in the absence of written and oral protests by a majority of those who pay business license taxes within the Downtown Lodi Business Improvement District Area No. 1, the Council introduce an Ordinance to rescind Ordinance 1654, and thereby disestablish the Downtown Lodi Business Improvement District Area No. 1, and discontinue the levy of the special business tax therein.

Upon disestablishment, any remaining revenues from the levy of assessments, or any revenues derived from the sale of assets shall be refunded to the business owners pro rata according to the manner of their assessment. Any other assets of the enterprise that have no other value will be distributed as follows: 1) Downtown Banners and Associated Fixtures: Donated to Visit Lodi! for continuation of banner program; 2) Farmers Market and Parade of Lights Assets: Donated to Lodi Chamber of Commerce for continuation of Farmers Market and Light Parade; 3) Unsold Office furniture and equipment: Donated to any Lodi 501(c)(3) of DLBP Board's choice.

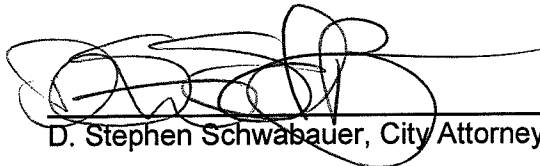
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APPROVED:

  
Konradt Bartlam, City Manager

**FISCAL IMPACT:** Elimination of City's DLBP annual contribution will decrease City expenses for economic development by \$24,230.

**FUNDING AVAILABLE:** Not applicable.



D. Stephen Schwabauer, City Attorney

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI  
RESCINDING ORDINANCE NO. 1654, DISESTABLISHING THE  
DOWNTOWN LODI BUSINESS IMPROVEMENT AREA NO. 1 AND  
DISCONTINUING THE LEVY OF A SPECIAL BUSINESS TAX THEREIN

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BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 12 – Streets, Sidewalks and Public Places – is hereby amended by repealing Chapter 12.06, “Downtown Lodi Business Improvement Area no. 1” in its entirety, and hereby declares and determines as follows:

- (a) Pursuant to Streets and Highways Code of the State of California, Sections 36000 et seq., and Chapter 12.06 of the Lodi Municipal Code, this Council heretofore adopted its Resolution of Intention entitled “Resolution of the Lodi City Council Declaring its Intention to Rescind Ordinance No. 1654, to Disestablish the Downtown Lodi Business Improvement Area No. 1 (DLBP No. 1)”; and discontinue the levy of special business tax therein and setting the time and place of hearing thereon, and caused said resolution to be duly published and mailed as provided by law.
- (b) A public hearing concerning the disestablishment of DLBP No. 1 and discontinuance of the levy of special business tax therein was held on the 17th day of April, 2013, at 7:00 P.M., in the City Council Chambers, 305 West Pine Street, Lodi, California. At said time and place, all written and oral protests made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair, and complete hearing was granted and held. All protests were duly overruled, and it was determined by this Council that there was no majority protest under Streets and Highways Code Section 36023.
- (c) The public interest, convenience, and necessity require the disestablishment of all areas and zones of Downtown Lodi Business Improvement Area No. 1, and the discontinuance of the levy of special business tax therein.
- (d) Distribution of DLBP Assets:
  - 1) Downtown Banners and Associated Fixtures: Donated to Visit Lodi! for continuation of banner program.
  - 2) Farmers Market and Parade of Lights Assets: Donated to Lodi Chamber of Commerce for continuation of Farmers Market and Light Parade.
  - 3) Unsold Office furniture and equipment: Donated to any Lodi 501(c)(3) of Board's choice.
  - 4) Remaining assets: Liquidated to cash and distributed to DLBP assesseees who are current on their assessment pro rata in proportion to their 2013 assessment payment.
- (e) Ordinance No. 1654 is hereby rescinded concurrently with the effective date of this ordinance.

SECTION 2. No Mandatory Duty Of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Non-Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall invalidate the entire ordinance. To this end, the provisions of this ordinance are not severable. The City Council hereby declares that it would not have adopted this ordinance if any portion thereof is determined to be invalid.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this \_\_\_\_ day of \_\_\_\_, 2013.

\_\_\_\_\_  
ALAN NAKANISHI  
Mayor

Attest:

\_\_\_\_\_  
RANDI JOHL, City Clerk

State of California  
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. \_\_\_\_ was introduced at a regular meeting of the City Council of the City of Lodi held April 17, 2013, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2013, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. \_\_\_\_ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL  
City Clerk

Approved as to Form:

\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney





***Please immediately confirm receipt  
of this fax by calling 333-6702***

CITY OF LODI  
P. O. BOX 3006  
LODI, CALIFORNIA 95241-1910

**ADVERTISING INSTRUCTIONS**

**SUBJECT:** RESOLUTION AND PUBLIC HEARING REGARDING INTENTION TO  
DISESTABLISH THE DOWNTOWN LODI BUSINESS IMPROVEMENT  
DISTRICT AREA NO. 1

**PUBLISH DATE:** SATURDAY, MARCH 23, 2013

**LEGAL AD**

**TEAR SHEETS WANTED:** Three (3) please


**SEND AFFIDAVIT AND BILL TO:**  
**LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK  
City of Lodi  
P.O. Box 3006  
Lodi, CA 95241-1910

**DATED:** THURSDAY, MARCH 21, 2013

**ORDERED BY:**

RANDI JOHL  
CITY CLERK

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**Verify Appearance of this Legal in the Newspaper – Copy to File**

LNS	Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
	Phoned to confirm receipt of all pages at _____ (time) _____ JMP _____ MB _____ (initials)



## **DECLARATION OF POSTING**

### **RESOLUTION AND PUBLIC HEARING REGARDING INTENTION TO DISESTABLISH THE DOWNTOWN LODI BUSINESS IMPROVEMENT DISTRICT AREA NO. 1**

On Thursday, March 21, 2013, in the City of Lodi, San Joaquin County, California, a resolution and public hearing regarding intention to disestablish the Downtown Lodi Business Improvement District Area No. 1 (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library  
Lodi City Clerk's Office  
Lodi City Hall Lobby  
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK**

  
**JENNIFER M. ROBISON, CMC**  
**ASSISTANT CITY CLERK**

\_\_\_\_\_  
**MARIA BECERRA**  
**ADMINISTRATIVE CLERK**



## **DECLARATION OF MAILING**

### **RESOLUTION AND PUBLIC HEARING REGARDING INTENTION TO DISESTABLISH THE DOWNTOWN LODI BUSINESS IMPROVEMENT DISTRICT AREA NO. 1**

On March 21, 2013, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail envelopes with first-class postage prepaid thereon containing a resolution and public hearing regarding intention to disestablish the Downtown Lodi Business Improvement District Area No. 1, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.


There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 21, 2013, at Lodi, California.

ORDERED BY:

**RANDI JOHL**  
**CITY CLERK, CITY OF LODI**

  
JENNIFER M. ROBISON, CMC  
ASSISTANT CITY CLERK

\_\_\_\_\_  
MARIA BECERRA  
ADMINISTRATIVE CLERK

**NOTICE OF PUBLIC HEARING**

RESOLUTION NO. 2013-43

**A RESOLUTION OF THE LODI CITY COUNCIL  
DECLARING ITS INTENTION TO RESCIND ORDINANCE  
1654, TO DISESTABLISH THE DOWNTOWN LODI  
BUSINESS IMPROVEMENT AREA NO. 1.**

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WHEREAS, the Downtown Lodi Business Partnership (DLBP) Board of Directors has requested that the City disestablish the Downtown Lodi Business Improvement Area No. 1 due to fiscal constraints; and

WHEREAS, the California Streets and Highways Code Section 36500 et seq., authorizes cities to disestablish Parking and Business Improvement Areas by following set procedures as outlined below:

1. The City Council first adopts a Resolution of Intention to disestablish the Downtown Lodi Business Improvement Area No. 1, and then sets a public hearing to consider introducing an Ordinance to disestablish the Downtown Lodi Business Improvement Area No. 1. If you are inclined to pass the Resolution of Intention, it must state a reason for the disestablishment, state the time and place of the public hearing, and contain a proposal to dispose of any assets acquired with the revenues of the assessments. The DLBP board has proposed that banners and other assets that have no other value be transferred to the Chamber of Commerce and Visit Lodi that intend to continue some of the DLBP programs including the farmers market and parade of lights. Any other assessment revenues and assets would be liquidated and returned to the members of the district in the manner required by Streets and Highways Code Section 36551.
- 2) The public hearing must be held not less than 20 nor more than 30 days after the adoption of the Notice of Intention.
- 3) The public hearing must be noticed as follows:
  - a) Publish the notice of intention one time at least seven days before the public hearing;
  - b) Mail a complete copy of the Notice of Intention to each business owner in the area at least seven days before the public hearing.
- 4) If council is inclined, it would adopt an Ordinance Disestablishing the area and repealing Lodi Municipal Code Section 12.06. The Ordinance would have to order the disposition of assets as set forth in section five below.
- 5) Upon disestablishment any remaining revenues from the levy of assessments, or any revenues derived from the sale of assets shall be refunded to the business owners pro rata according to the manner of their assessment. Assets of the enterprise that have no other value (banners etc) could be ordered transferred to the Chamber of Commerce or Visit Lodi, or another organization of the business owner's consent for continued promotion of the downtown. That proposal must be laid out in the notice of intention.

- 6) Notice of the Disestablishment must be published once no later than 15 days after the adoption of the Ordinance.

NOW THEREFORE the City Council of the City of Lodi does hereby resolve, determine, and find as follows:

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Downtown Lodi Business Partnership (DLBP), and pursuant to the California Streets and Highways Code Section 36500 et seq., declare its intention to rescind Ordinance 1654 to disestablish the "Lodi Business Improvement Area No. 1" ("the "Area").
3. The boundaries of Area No. 1 to be disestablished, and the boundaries of each separate benefit zone within the Area, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Lodi.
4. The assets shall be disposed of as set forth in Exhibit B.
5. A public hearing to disestablish the Area is hereby set for **April 17, 2013, at 7:00 p.m.** or as soon thereafter as possible before the City Council of the City of Lodi, at the Carnegie Forum, 305 West Pine Street, Lodi, CA.
6. At the public hearing the testimony of all interested persons, for or against the disestablishment of the Area No. 1 and the planned disposition of the assets, will be heard.
7. A protest against the disestablishment of Area No. 1, and the planned disposition of its assets, or any aspect of it may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the Area, a protest must be in writing. A written protest may be withdrawn from writing at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Lodi as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
8. Further information regarding the disestablishment of the Downtown Lodi Improvement Area may be obtained from the City Clerk of the City of Lodi, at City Hall, 221 West Pine Street or telephone (209) 333-6702.
9. The City Clerk is instructed to provide notice of the public hearing as follows:
  - a. Publish this Resolution of Intention in a newspaper of general circulation in the City of Lodi once, for at least seven (7) days before the hearing.

- b. Mail a complete copy of this Resolution of Intention to each and every business owner in the Area within seven (7) days of the adoption of this Resolution by the City Council.

10. This Resolution is effective on its adoption.

Dated: March 20, 2013

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I hereby certify that the foregoing to be a true, full and correct copy of Resolution No. 2013-43, duly passed and adopted by the Lodi City Council in a regular meeting held March 20, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

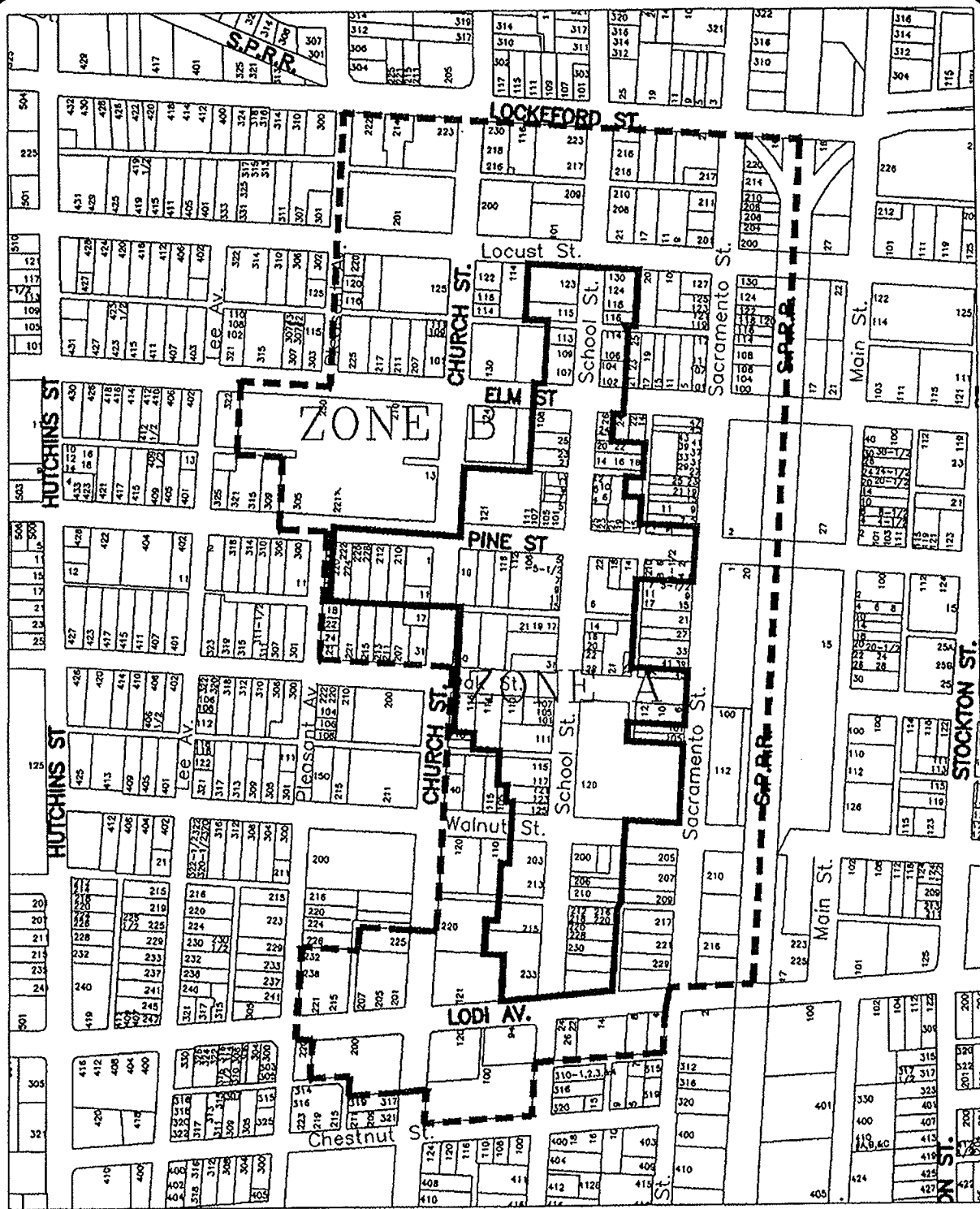
NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk



PROPOSED BIA BOUNDARIES

## EXHIBIT B

### Proposed Distribution of DLBP Assets:

- 1) Downtown Banners and Associated Fixtures: Donated to Visit Lodi! for continuation of banner program.
- 2) Farmers Market and Parade of Lights Assets: Donated to Lodi Chamber of Commerce for continuation of Farmers Market and Light Parade.
- 3) Unsold Office furniture and equipment: Donated to any Lodi 501(c)(3) of Board's choice.
- 4) Remaining assets: Liquidated to cash and distributed to DLBP assessees who are current on their assessment pro rata in proportion to their 2013 assessment payment.



# EXHIBIT B

BusinessName	MailingAddress	MailCity	Mail State	MailZip
A Flair With Hair	222 S. School Street	Lodi	CA	95240
Abrahamson Printing	PO Box 9190	Stockton	CA	95208
Acme Saw & Industrial Supplies	1204 E Main Street	Stockton	CA	95205
Affordable Accounting Solutions	115 N School St, Ste 3	Lodi	CA	95240
Alamo Ford Detail	20 W Lockeford St	Lodi	CA	95240
Alebriges Mexican Bistro	10 W. Oak St.	Lodi	CA	95240
Alicia's Antiques	6 W. Oak St	Lodi	CA	95240
Amber's Armoire	22 W. Lodi Ave.	Lodi	CA	95240
Andrew D Smith, Attorney	115 W Walnut St, Ste 3	Lodi	CA	95240
Angelo's Mexican Food	28 N. School Street	Lodi	CA	95240
Antiquarium	18 West Pine Street	Lodi	CA	95240
Antique Group	528 Park Street	Lodi	CA	95240
Aspire Advisory Services	104 N School St #216	Lodi	CA	95240
AT&T Calif/Pacific Bell Telephone Co	1010 N St Mary's Room 9-R-06/Ruthann Conti	San Antonio	TX	78215
Auto & Exhaust Pros	210 S. Sacramento	Lodi	CA	95240
Avignon of France	PO Box 428	Lodi	CA	95241
Bank of America	31 S. School St.	Lodi	CA	95240
Bank of Stockton	120 W. Walnut Avenue	Lodi	CA	95240
Bank of the West	PO Box 5155	San Ramon	CA	94583
Basil Travis- Patent Attorney	PO Box 287	Lodi	CA	95241
BBVA Compass	200 N. Church Street, Ste. A	Lodi	CA	95240
Beauty Of The Beast Pet Grooming	13 W. Pine Street	Lodi	CA	95240
Beneficial Massage	2515 S Ham Lane	Lodi	CA	95242
Big Foot Carpet & Floor Covering	210 W. Pine Street	Lodi	CA	95240
Borelli-Jackson Jewelry, Watch & Repair	10 W Locust St, Ste A	Lodi	CA	95240
Brodie Jayne's Photography	110 S Church Street	Lodi	CA	95240
Burton's Shoes	PO Box 2150	Lodi	CA	95241
California Embroidery & Design	17 W Pine St	Lodi	CA	95240
Cellardoor	21 N. School Street	Lodi	CA	95240
Cerney, Kreuza, & Lott, LLP	42 N Sutter St, Suite 400	Stockton	CA	95202
Check 'N Go	7755 Montgomery Rd, Ste 400	Cincinnati	OH	45236
Cheese Central	11 N. School St.	Lodi	CA	95240
Ciao Bella Salon & Day Spa	1 W. Pine Street	Lodi	CA	95240
City Girl	14 W. Pine St.	Lodi	CA	95240
Clay's Barber Shop	41 N. Sacramento	Lodi	CA	95240
Cold Stone Creamery	10505 Arienne Dr	Stockton	CA	95209
Color Nails & Spa	205 W. Lodi Avenue	Lodi	CA	95240
Comic Grapevine	9 W. Pine Street	Lodi	CA	95240
Cooks Printing	226 W. Pine Street	Lodi	CA	95240
Crow Financial Services	222 W. Lockeford Street, Suite 6	Lodi	CA	95240

<b>BusinessName</b>	<b>MailingAddress</b>	<b>MailCity</b>	<b>Mail State</b>	<b>MailZip</b>
Crush Kitchen & Bar	182 Oak Ridge Dr	Valley Springs	CA	95252
CVS Pharmacy #9261	1CVS Dr Mail Drop #23062A	Woonsocket	RI	02895
Dangerous Curves Swimwear	104 N. School Street, Suite 213	Lodi	CA	95240
Daniger Furniture	4 W. Lodi Avenue	Lodi	CA	95240
Danz Jewelers	220 S. School Street	Lodi	CA	95240
Dellamonica Snyder Architects	212 W. Pine St. Suite 1	Lodi	CA	95240
DeVinci's Delicatessen & Catering	220 S. Church Street, #3	Lodi	CA	95240
Devine Home and Garden	2 W. Oak Street	Lodi	CA	95240
Donahue Funeral Home	PO Box 1027	Lodi	CA	95241
Downtown Mini Storage	2449 Vintage Oaks Court	Lodi	CA	95242
Edward D Jones & Co	12555 Manchester Road #16024	St Louis	MO	63131
Ehlers Auto & Health Supply	217 N. Sacramento St.	Lodi	CA	95240
El Pajaro Restaurant	4333 E. Guernsey	Stockton	CA	95215
Empresa Olivares & Martinez LLC	106 N School St	Lodi	CA	95240
Estate Crush	2 W. Lockeford St.	Lodi	CA	95240
Exhale Salon and Spa	103 W. Pine St.	Lodi	CA	95240
Farmers & Merchants Bank	121 W. Pine Street	Lodi	CA	95240
Farmers Insurance Sauseda Agency	112 S. Church St.	Lodi	CA	95240
Fashion Safari	9 N. School Street	Lodi	CA	95240
Fields Family Winery	20 N. School Street	Lodi	CA	95240
Financial Center Credit Union	PO Box 208005	Stockton	CA	95208
Fluetsch & Fluetsch	115 W. Walnut Street, Suite 3	Lodi	CA	95240
Furnish 123	39 S Sacramento St	Lodi	CA	95240
Galleria Nails	114 N School St	Lodi	CA	95240
Garry's Lounge	13 S. School Street	Lodi	CA	95240
Genesis Acupuncture	104 N. School Street, Suite 311	Lodi	CA	95240
George W. Mullen	222 W. Lockeford Street, Suite 9	Lodi	CA	95240
Gerard Chiropractic	10 W. Locust Street	Lodi	CA	95240
Giant Discount Tire	100 S. Sacramento St.	Lodi	CA	95240
Gracie Sports Center	230 S School Street	Lodi	CA	95240
Graffigna Fruit Company	PO Box 150	Lodi	CA	95241
Guild Cleaners, Inc.	17 S. Church St.	Lodi	CA	95240
H & R Block Company	8 W Pine St	Lodi	CA	95240
Hansen Garbarino Vineyards	9 W. Locust	Lodi	CA	95240
Hard Luck Tattoo	7 N. Sacramento St.	Lodi	CA	95240
Henderson Brothers Co Inc	PO Box 259	Lodi	CA	95241
Holly's Hair And Nails	203 W. Lodi Avenue	Lodi	CA	95240
Honey Treat Yogurt Shoppe Of Lodi	201 W. Lodi Avenue, Suite A	Lodi	CA	95240
Imperial Hotel	9 W Oak St	Lodi	CA	95240
Innovative Senior Rehab	222 W. Pine Street	Lodi	CA	95240

<b>BusinessName</b>	<b>MailingAddress</b>	<b>MailCity</b>	<b>Mail State</b>	<b>MailZip</b>
Jackson Hewitt Tax Service	218 S. School Street	Lodi	CA	95240
Jan's Sweet Treasures	18 W. Elm Street	Lodi	CA	95240
Jeremy Wine Co.	6 W Pine Street	Lodi	CA	95240
Jewell's Mind, Body & Bath	15 S School St	Lodi	CA	95240
Joe Hassan Clothing & Western Wear	100 N. Sacramento St.	Lodi	CA	95240
Ken Sato Studio	224 W. Pine Street	Lodi	CA	95240
Kirsten Company LLC	PO Box 2607	Lodi	CA	95241
Kneeland & Engelmann Insurance	218 W. Pine Street	Lodi	CA	95240
Knowlton Gallery	115 S. School Street, Suite 14	Lodi	CA	95240
Kurt Henry Siebert Law Offices	115 N School Street Suite 1	Lodi	CA	95240
L & L Travel	11 S. School Street	Lodi	CA	95240
L & M Tax Service	809 Sequoia Street	Lodi	CA	95240
La Fuente Mexican Grill	114 W. Pine St.	Lodi	CA	95240
Lodi Barber Shop	5 1/2 S. School Street	Lodi	CA	95240
Lodi Beer Company	PO Box 2419	Lodi	CA	95241
Lodi Cooks	5 N School St	Lodi	CA	95240
Lodi Healing Arts Massage Therapy	104 N School St, #308	Lodi	CA	95240
Lodi Hotel	7 S. School Street	Lodi	CA	95240
Lodi Junction	111 S School St	Lodi	CA	95240
Lodi News Sentinel Inc	PO Box 1360	Lodi	CA	95241
Lodi Payless Tobacco	912 W Lodi Ave	Lodi	CA	95240
Lodi Property Management	101 W. Locust Street, Suite 2	Lodi	CA	95240
Lodi Sporting Goods	220 S. Church Street, Suite 1	Lodi	CA	95240
Lodi Stadium 12	1150 Bayhill Dr #220	San Bruno	CA	94066
Lodi Tile Works	130 N Sacramento St	Lodi	CA	95240
Lodi Wine Cellars	112 W. Pine St.	Lodi	CA	95240
Long John Silver's #31917	201 Wilshire Bl, 2nd Floor	Santa Monica	CA	90401
Luscious Salon	115 S. School Street, Suite 3	Lodi	CA	95240
Mark's Computer Service	101 W Locust St, Ste 4	Lodi	CA	95240
Marcus Deposition Reporting	207 W. Oak Street, Suite A	Lodi	CA	95240
Mazatlan Café	125 N Sacramento St	Lodi	CA	95240
Mc Donald's 3580	4502 Georgetown Place, Suite 202	Stockton	CA	95207
McKellars Taekwondo	11 S. Church Street	Lodi	CA	95240
McKinleys Frame Shop	11 W. Pine St.	Lodi	CA	95240
Merlot Banquet Hall	12 Evergreen Dr	Lodi	CA	95242
Miladinovich Insurance Services	5 1/2 W Pine St, Ste 7	Lodi	CA	95240
Minerva's Furniture	21 W. Oak St.	Lodi	CA	95240
Moo Moo's Burger Barn	2800 W. March Lane, Suite 230	Stockton	CA	95219
Mr. Bond's Bail Bonds	PO Box 55331	Stockton	CA	95205
My Signs For You	9458 Pioneer Cr	Stockton	CA	95212

BusinessName	MailingAddress	MailCity	Mail State	MailZip
Napa Auto Parts - Graffigna Bros. Auto Parts	108 N. Sacramento Street	Lodi	CA	95240
New & Again Consignment Furniture Gallery	210 S. School Street	Lodi	CA	95240
Oceans Ave DBA French At Heart	22 S. School Street	Lodi	CA	95240
Ogren's Auctions	216 S. Sacramento St.	Lodi	CA	95240
Olive Heaven	10 N School St	Lodi	CA	95240
Ollie's Pub	22 N. School Street	Lodi	CA	95240
Pacific Gas And Electric Company	PO Box 7054/Tax Dept Mail Code B12G	San Francisco	CA	94120
Pak-India Spices & Groceries	3 W. Oak Street	Lodi	CA	95240
Patricia's	6 S. School Street	Lodi	CA	95240
Paul's Safe Lock & Key	223 N. Church St.	Lodi	CA	95240
Payless Liquor	101 N. Sacramento Street	Lodi	CA	95240
Pine Auto Supply	221 W. Lodi Avenue	Lodi	CA	95240
Pizza Hut	220 Porter Drive, Suite 100	San Ramon	CA	94583
Pret	15 DOWNTOWN Mall	Lodi	CA	95240
Pump	220 S. Church Street, Suite 4	Lodi	CA	95240
Quality Property Services	118 N Church St	Lodi	CA	95240
Quality Sound Warehouse Car Audio	220 N. Sacramento Street	Lodi	CA	95240
Rainbow Club	116 N. Sacramento Street	Lodi	CA	95240
Randy D. Roxson, Attorney at Law	115 W Walnut St, Ste 2	Lodi	CA	95240
Range & Associates	PO Box 278	Woodbridge	CA	95258
Raphael Hardwood Flooring	PO Box 1076	Lodi	CA	95241
Renaissance Nail & Beauty Salon	111 N. Church Street	Lodi	CA	95240
Reo's Appliance Center	7 W. Oak Street	Lodi	CA	95240
Riaza Wines	20 W. Elm Street, Suite A	Lodi	CA	95240
Robert O Hardwick, Attorney at Law	118 W. Oak Street	Lodi	CA	95240
Rocha's Mortuary	311 Veterans Highway	Levittown	PA	19056
Rocky Mountain Chocolate Factory	115 S. School Street, Suite 4	Lodi	CA	95240
Roger's Railroad Junction & Hobbies	105 S. Sacramento Street	Lodi	CA	95240
Ronald Beckman- Attorney At Law	111 N. Church Street, Ste B	Lodi	CA	95240
Rosa Law Offices	PO Box 1223	Lodi	CA	95241
Rosewood Bar & Grill	2505 W. Turner Road	Lodi	CA	95242
Royal Day Spa	220 W. Lodi Avenue	Lodi	CA	95240
Rydel's Healthy Home	26 W. Lodi Avenue	Lodi	CA	95240
Saigon Grill	8131 Lenhart Road	Sacramento	CA	95828
Salon Envy & Boutique	111 N. School Street	Lodi	CA	95240
SB Planning, Inc.	215 W. Oak Street, Suite 5	Lodi	CA	95240
Schaffer & Company Realtors	122 N. Church Street	Lodi	CA	95240
School & Elm Mini Storage	3527 Mt Diablo Blvd Ste 292	Lafayette	CA	94549
School Street Bistro	703 W. Elm Street	Lodi	CA	95240
Scooters California Grill & Catering Co.	121 W. Elm Street	Lodi	CA	95240

BusinessName	MailingAddress	MailCity	Mail State	MailZip
Scramblz Kountry Kitchen	233 S. School Street	Lodi	CA	95240
Sea Salt Cottage	13 N. School Street	Lodi	CA	95240
Secondhand Rose	14 N. School Street	Lodi	CA	95240
Security Lock & Key Service	209 S. Sacramento Street	Lodi	CA	95240
Sensually Spoiled Roften	216 South School Street	Lodi	CA	95240
Shangri-La Asian Bistro	203 S. School Street	Lodi	CA	95240
Sheri's Sonshine Nutrition Center	6 N. School Street	Lodi	CA	95240
Siebel & Associates	221 W. Oak Street, Suite B2	Lodi	CA	95240
Sinaloa Cafe	43 N. Sacramento St.	Lodi	CA	95240
Stained	200 N. Church St. Ste. B	Lodi	CA	95240
Standard Parking Corporation	1055 W 7th St Suite 1500	Los Angeles	CA	90017
Steven J Cottrell-Law Offices	125 N Pleasant Av	Lodi	CA	95240
Stogies Cigar Lounge	230 W. Pine Street	Lodi	CA	95240
Stooges	105 W Pine St	Lodi	CA	95240
Synowicki's Jewel Box	125 S. School Street	Lodi	CA	95240
Taqueria El Grullense	117 N. Sacramento Street #2	Lodi	CA	95240
Teresa E Culbertson, CPA	222 W Lockeford St #7	Lodi	CA	95240
texture	101 S. School St.	Lodi	CA	95240
The Candy Box	24 N School St	Lodi	CA	95240
The Clothes Closet	16 N. School Street	Lodi	CA	95240
The Dancing Fox Winery & Bakery	203 S. School Street	Lodi	CA	95240
The Dermal Clinic	105 W Walnut St	Lodi	CA	95240
The Elizabeth of California	20 S. School Street	Lodi	CA	95240
The House Of Clocks	208 S. School Street	Lodi	CA	95240
The Launchpad	9 S. Sacramento St.	Lodi	CA	95240
The Mud Mill	115 S. School Street, Suite 1	Lodi	CA	95240
The Pilates Place	220 W Pine St	Lodi	CA	95240
The Twisted Fork	123 W Elm St	Lodi	CA	95240
Thornton House Furniture	6 S. School Street	Lodi	CA	95240
Tillie's Coffee, Tea, Etc.	401 Mokelumne River Dr	Lodi	CA	95240
Tim Bertsch Insurance Planning	PO Box 695	Lodi	CA	95241
Tokay Development	PO Box 1259	Woodbridge	CA	95258
Tokay Liquors	8 E. Lockeford Street	Lodi	CA	95240
Tokay Medical Billing Inc.	PO Box 986	Woodbridge	CA	95258
Tom's Used Books & Stuff	108 N. School Street	Lodi	CA	95240
Travelers Hotel	112 N. School Street	Lodi	CA	95240
Tune Up Shop & Service Corp	1 W. Lodi Avenue	Lodi	CA	95240
Tuxedos of Lodi	PO Box 1742	Lodi	CA	95241
Uptown Thrift	21 S. Sacramento Street	Lodi	CA	95240
Vine & Branches Christian Bookstore	110 W. Oak Street	Lodi	CA	95240

<b>BusinessName</b>	<b>MailingAddress</b>	<b>MailCity</b>	<b>MailState</b>	<b>MailZip</b>
Vintage Sports Grill	117 N. Sacramento Street #1	Lodi	CA	95240
Visible Changes	1419 Claret Court	Lodi	CA	95240
VXN Beauty Lounge	120 N. School Street	Lodi	CA	95240
Wells Fargo Bank	120 W. Lodi Avenue	Lodi	CA	95240
Whisky Barrel Saloon	114 N. Sacramento St.	Lodi	CA	95240
Willow Tree	16 W. Pine Street	Lodi	CA	95240
Women Kickin' It	35 North Sacramento St.	Lodi	CA	95240
Wright Motors Marine, LLC	208 N. Sacramento Street	Lodi	CA	95240
Zoop-A-Loop & Urban Jungle	21 Downtown Mall	Lodi	CA	95240



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA ITEM\_H-01**

**AGENDA TITLE:** Appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Improvement Committee

**MEETING DATE:** April 17, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Concur with the Mayor's recommended appointments to the Library Board of Trustees, Lodi Arts Commission, and Lodi Improvement Committee.

**BACKGROUND INFORMATION:** Previously, the City Council directed the City Clerk to post for various expiring terms and vacancies. The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the following appointments.

**Library Board of Trustees**

Charlene Martin Term to expire June 30, 2014

NOTE: Four applicants (three new applications and one application on file); posting ordered 1/6/13; application deadline 2/19/13

**Lodi Arts Commission**

Sara Mellor Term to expire July 1, 2014

Patricia Stump Term to expire July 1, 2016

NOTE: Two applicants (two new applications); posting ordered 5/2/12, 8/1/12; 10/3/12, 2/6/13; application deadline 3/11/13

**Lodi Improvement Committee**

Sunil Yadav Term to expire March 1, 2016

NOTE: Eight applicants (one seeking reappointment, two new applications, and five applications on file); posting ordered 2/6/13; application deadline 3/11/13

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Not applicable.

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Randi Johl  
City Clerk

RJ/JMR

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## **CITY OF LODI COUNCIL COMMUNICATION**

**AGENDA TITLE:** Monthly Protocol Account Report

**MEETING DATE:** April 17, 2013

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** None required, information only.

**BACKGROUND INFORMATION:** The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through March 31, 2013.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** See attached.

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Randi Johl  
City Clerk

RJ/JMR

Attachment

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**APPROVED:** \_\_\_\_\_  
Konradt Bartlam, City Manager



## Cumulative Report through March 31, 2013

Cumulative Report through March 31, 2013

Prepared by: JMR